

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

CONTINENTAL CASUALTY COMPANY,)

Plaintiff,)

v.)

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.)**

Defendant.)

CASE NO.: 2:07cv221-WHA

**DEFENDANT’S RESPONSE TO PLAINTIFF’S *MOTION TO COMPEL DEFENDANT
TO PROVIDE FULL AND COMPLETE RESPONSES TO DISCOVERY***

COMES NOW the Defendant, Alabama Emergency Room Administrative Services, P.C., and responds to Plaintiff’s *Motion to Compel Defendant to Provide Full and Complete Responses to Discovery* as follows:

A. Factual Background

Plaintiff is an insurance company that issued a policy of workers’ compensation insurance to Defendant. Defendant is a company that contracts with various hospitals and clinics to provide emergency room doctor and nursing service personnel. Defendant was quoted and paid a premium to Plaintiff for the issuance of the policy of workers’ compensation insurance. Subsequently, the Plaintiff conducted a self-described “audit” and invoiced Defendant for additional claimed premium due. Defendant disputed the additional charge as it was based upon Plaintiff’s erroneous conclusion that certain physicians utilized by Defendant in its contracting with various facilities were employees and not independent contractors. Defendant cancelled its policy of insurance with Plaintiff and sought and obtained coverage elsewhere. Plaintiff filed this lawsuit for the unpaid, claimed additional premium from Defendant. This matter can be resolved by a determination as to

the status of the physicians utilized by Defendant in its contracts with various hospitals and medical care facilities. If these doctors are independent contractors as Defendant asserts, the premiums charged by Plaintiff were in error and thus, Plaintiff's claims fail.

This discovery dispute involves a limited number of interrogatories and production requests from Plaintiff to Defendant, such issues remaining after good faith efforts on the part of the parties hereto to resolve such.

B. General Assertions of Plaintiff Regarding Defendant's Objections

Plaintiff generally asserts that Defendant has waived objections to the discovery requests at issue in that no such objections were made within the thirty (30) day period following service of the same.

While no formal objections were filed, the communication between counsel amounted to such and, at the very least, amounted to an agreed extension of the time for which to respond to this discovery. Specifically, beginning on August 30, 2007 (prior to the due date for discovery responses/objections), the undersigned wrote counsel for Plaintiff, expressing the need for a protective order in this matter relative to various discovery requests of Plaintiff.¹ Included in this correspondence was a proposed protective order. [Exhibit A]. This letter followed a face-to-face communication between counsel, with there being an agreement in principle to such an order.

Without addressing the issue of the protective order, counsel for Plaintiff wrote the undersigned on September 17, 2007, inquiring as to the whereabouts of the discovery responses. [Exhibit B]. On September 21, 2007, the undersigned emailed counsel for Plaintiff, again reiterating the issue of the protective order and the Defendant's position that such needed to be

¹ Although Plaintiff never raised an issue as to such, the reason for the protective order was that much of the information requested through discovery involved personal financial and other data of numerous non-parties.

addressed prior to any discovery response. [Exhibit C]. There was no issue to such raised by Plaintiff and the responsive email from Plaintiff's counsel of September 21, 2007 simply stated that they were reviewing the proposed order and "will get back to you on that." [Exhibit D].

On September 24, 2007, counsel for Plaintiff emailed the undersigned with corrections to the proposed protective order. [Exhibit E]. A Joint Motion for a Protective Order was filed with this Court September 28, 2007 [Doc. 18], with such being granted and the Order entered October 11, 2007. [Doc. 19].

The following day, on October 12, 2007, counsel for Plaintiff emailed the undersigned requesting discovery responses within fourteen (14) days. [Exhibit F].

On October 29, 2007, one business day after the requested 14 days, Defendant served responses to Plaintiff's production requests and unsigned interrogatory responses with objections to various discovery requests of Plaintiff. [Exhibit G]. Signed interrogatory responses were forwarded November 30, 2007. [Exhibit H].

On November 30, 2007, counsel for Plaintiff wrote the undersigned raising numerous issues with the Defendant's discovery responses and objections. [Exhibit I]. A response to such was sent by the undersigned on December 27, 2007. [Exhibit J].

Plaintiff asserts that the objections raised by Defendant to any discovery are due to be denied as they were untimely, regardless of any merit to such objections. This assertion is without merit. As set forth above, prior to the expiration of the thirty (30) day time period for discovery responses, discussions ensued between counsel regarding the need for a protective order. This was a joint venture as set forth in the *Joint Motion for Protective Order* filed with this Court. [Doc. 18]. It was made clear to counsel for Plaintiff that Defendant's position was that the entry of such a protective order was necessary prior to discovery responses. To ignore this agreement and clear understanding

now, in an effort to thwart any objection to discovery requests of Plaintiff, is an attempt to also ignore that these communications amounted to an agreed discovery response extension as contemplated in Rule 33(b)(3) and (4).

Even should this Court find that there was no agreement to extend the discovery responses due from Defendant, the above time line clearly reflects “good cause shown” as to why there was a delay in Defendant’s responses and objections to discovery served, such being the joint request for the entry of a protective order.

C. The Specific Requests

As to each specific discovery request set out in Plaintiff’s instant motion, Defendant addresses such herein.

Interrogatory 15. Plaintiff merely asserts that no timely objection was made to this request. As set forth above, this is simply not accurate. As to the request, it is moot in that Plaintiff has subpoenaed and received voluminous documents from many workers’ compensation insurers, as well as the agency that Defendant utilized to procure insurance, answering this inquiry. To the extent a response is still needed, Defendant would refer to the records received from The Frederick Agency.

Interrogatory 17. Again, Plaintiff merely asserts the timeliness of the objection. As to the objection, Defendant withdraws that dealing with privilege.² As to the request of Plaintiff of all prior litigation involving Defendant, such is overly broad in that it is not limited in scope or time. Further, it is inconceivable how every other lawsuit or bankruptcy involving Defendant would have any bearing on this matter or lead to any discoverable information. The issue, as stated by Plaintiff

² In fact, as to all objections as to privilege and trade secret, Defendant withdraws the same unless specifically set forth herein.

in numerous filings with this Court, is the status of the various physicians utilized by Defendant as either employees or independent contractors. [Doc. 22, p. 2]. This request is clearly meant to harass and burden Defendant.

Interrogatory 23. Plaintiff again asserts that no timely objection was made to this request. As set forth above, this is simply not accurate. As to the request, it is clearly over broad in that it seeks detailed training information from all of Defendant's employees, workers, etc. Such would include the secretarial and janitorial staff. Again, as Plaintiff asserts, the issue in this matter is as to the status of the physicians. Defendant has provided the training and other informational documents provided to physicians as set forth in the responses to Plaintiff's request for production (documents labeled AERAS 0898-0946)³. To request training information on any individual other than the physicians clearly is outside the scope of permissible discovery.

Interrogatories 29 and 30. Plaintiff reasserts the timeliness of the objections and such has been addressed herein. These requests are not limited in scope or time. As to the specific requests for expenses incurred and reimbursed, that of the employees and other non-physicians is beyond the scope of permissible discovery and only seeks to harass and burden Defendant. Regardless, in response to production requests, this information was provided (documents labeled AERAS 0892). As to the physicians, this information was also provided in response to Plaintiff's requests for production (documents labeled AERAS 0140-0345, 0826-0854).

Interrogatory 33. Plaintiff reasserts the timeliness of the objections and such has been addressed herein. These requests are not limited in scope or time. As to the specific requests of "all pension, bonuses, vacation, and/or sick pay", this information was likewise provided in responses to Plaintiff's document requests (documents labeled AERAS 0140-0345, 0826-0854, 0855-0897).

³ AERAS documents referenced herein are collectively attached as Exhibit K.

Interrogatories 34-36. Plaintiff reasserts the timeliness of the objections and such has been addressed herein. These requests are not limited in scope or time. Interrogatory 36 is clearly vague in that it asks how Defendant reports income to the IRS and Plaintiff does not accept the response that Defendant complies with all applicable law, along with the numerous documents showing the actual reporting (documents labeled AERAS 0346-0367, 0438-0483, 0547-0614, 0826-0854). Further, as to the requests of interrogatories 34 and 35, this is clearly set out in the documents produced (documents labeled AERAS 0346-0367, 0438-0483, 0547-0614, 0826-0854).

Requests for Production 17-20. Again, as with the interrogatories, Plaintiff incorrectly asserts that objections by Defendant have been waived. Regardless, much of that requested has been produced (documents labeled AERAS 0346-0367, 0438-0483, 0547-0614, 0826-0854, 0855-0897, 0140-0345, 0947-1276). To request each and every financial book kept by Defendant is without question over broad, even if limited to the one year period. This delves into matters that clearly have nothing to do with the issue of whether physicians utilized are independent contractors versus employees for purposes of workers' compensation coverage, the sole issue as identified by Plaintiff in his motion and other filings with this Court. Further, this request is not likely to lead to such information.

Request for Production 24. Again, as with the interrogatories, Plaintiff incorrectly asserts that objections by Defendant have been waived. Further, this request is over broad in time and scope as it requests tax filings from 2000, when the policy at issue is from 2005. There is no legitimate need for Plaintiff to have anything related to five (5) years prior to the matters subject to this litigation. Further, the request is over broad in that it seeks information that has nothing to do with the issues at hand. Defendant has produced numerous tax filing documents related to Defendant and the physicians pertinent to the time frame of the policy made the basis of this suit

(documents labeled 0346-0367, 0438-0483). The request beyond that produced is beyond that discoverable.

Requests for Production 29-30. Again, as with the interrogatories, Plaintiff incorrectly asserts that objections by Defendant have been waived. This request seeks to delve into the personal matters of several physicians who are not parties to this action. Defendant has already provided the contracts between the physicians and Defendant (documents labeled AERAS 0140-0345). No other documents deemed responsive exist in the possession of Defendant.

Request for Production 32. Again, as with the interrogatories, Plaintiff incorrectly asserts that objections by Defendant have been waived. The response to this request has been made through documents already produced, clearly setting out the financial and other relationships between these hospitals and Defendant (documents labeled AERAS 0947-1276).

D. Conclusion

As set forth above, Defendant has fully complied with the discovery requests of Plaintiff, either through production or proper objection to such. It is important to note that the extensive discovery requests of Plaintiff have been attempted to be justified by Plaintiff claiming that it needs this information to determine whether the physicians at issue were employees versus independent contractors. This determination was supposedly already made by Plaintiff in determining the massive premium increase billed to Defendant. Obviously, all this now deemed pertinent information was not really in the possession of, nor considered by, Plaintiff in coming up with its theoretical justification for the premium increase.

For the reasons stated herein, Plaintiff's *Motion to Compel Defendant to Provide Full and Complete Responses to Discovery* is due to be denied.

Respectfully submitted this the 16th day of January, 2008.

/s/ Michael J. Cohan

MICHAEL J. COHAN (ASB-6887-A56M)

Attorney for Defendant

OF COUNSEL:

Hill, Hill, Carter,

Franco, Cole & Black, P.C.

Post Office Box 116

Montgomery, Alabama 36101-0116

Telephone: (334) 834-7600

Facsimile: (343) 832-7419

Email: mcohan@hillhillcarter.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing upon all parties by electronically filing the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification to the following via: email this the 16th day of January, 2008.

Brenen G. Ely, Esq.
Joel S. Isenberg, Esq.
Candace L. Hudson, Esq.
Ely & Isenberg, LLC
600 Beacon Parkway West
Suite 104
Birmingham, Alabama 35209

/s/ Michael J. Cohan
MICHAEL J. COHAN (ASB-6887-A56M)

AERAS



Michael J. Cohan
Facsimile: 334-832-7419
mcohan@hillhillcarter.com

Hill, Hill, Carter,
Franco, Cole & Black, P.C.
Attorneys at Law

Post Office Box 116
Montgomery, AL 36101-0116

425 South Perry Street
Montgomery, Alabama 36104

Telephone: 334-834-7600
www.HillHillCarter.com

August 30, 2007

Brenen G. Ely, Esq.
Ely & Isenberg, LLC
600 Beacon Parkway West
Suite 104
Birmingham, Alabama 35209

Re: *Continental Casualty Company v. Alabama Emergency Room Administrative Services, P.C. (U.S. District Court, Middle District of Alabama, Northern Division; 2:07cv221-WHA)*

Dear Brenen:

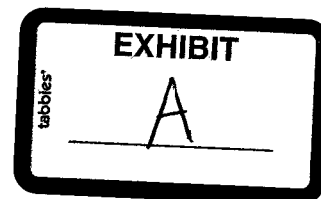
I am finalizing responses to your Requests for Production; however, much that you request involves personal information regarding employees and contract physicians, as well as proprietary information. While I would like to cooperate in providing much of that requested, I cannot without some sort of protective order. I have attached a proposed order. Let me know if it is agreeable.

Sincerely,

Michael J. Cohan

MJC/lrs

Enclosure



**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

CONTINENTAL CASUALTY COMPANY,)

Plaintiff,)

v.)

CASE NO.: 2:07cv221-WHA

ALABAMA EMERGENCY ROOM)
ADMINISTRATIVE SERVICES, P.C.)

Defendant.)

PROTECTIVE ORDER

Compliance with discovery in this case will involve review of confidential information of Defendant and non-parties to this action, as well as commercially sensitive, confidential, and private business and personal information. In order to protect the legitimate privacy and proprietary interests of the Plaintiff and non-parties, as well as to provide Defendants and counsel certain documents potentially relevant to the subject matter of this action, the parties agree to the following:

- a. "Confidential Information" shall include documents, files, and manuals maintained by Defendant, Alabama Emergency Room Administrative Services, P.C. ("AERAS") containing any commercially and/or personally sensitive information concerning AERAS's business, its employees and/or its contractors and/or entities and individuals with whom Defendant does business. "Confidential Information" includes but is not limited to all portions and sections of AERAS's internal corporate files and/or any files in the possession and control of AERAS.
- b. Access to these protected materials shall be limited solely to the Plaintiff, the Defendants, their attorneys of record, the support and clerical personnel of those

attorneys, and their expert witness(es), if any. All those who see the confidential information, with the exception of counsel, shall sign a statement that they have read this Order, understand it, and agree to keep confidential any material seen.

- c. Any information designated as Confidential Information under this Order shall, if and when filed with the Court, be clearly marked "Confidential."
- d. Any documents, exhibits or other materials (or portions thereof) which are to be designated as Confidential Information pursuant to the terms hereof shall be marked on the front page of a multi-page document and on each applicable single page document with a stamp or written statement clearly indicating that it is regarded as containing Confidential Information; or as to voluminous productions, they may be marked in any manner agreeable to all counsel that will assure that the documents can be clearly identified as Confidential Information. A stamp or clearly printed statement in the form as follows shall be regarded as sufficient classification:

"CONFIDENTIAL"

Further, where the Confidential Information is in such a form that such a stamp or mark cannot be reasonably placed thereon, then such information shall be designated Confidential Information in such a manner as is reasonable under the circumstances.

- a. Nothing in this Order shall prevent disclosure beyond the terms of this Agreement if AERAS consents in writing to such disclosure or if the Court, after notice to all affected parties, orders such disclosure. This Agreement shall not limit AERAS's right to use its own Confidential Information in any manner it chooses. Nor shall this Agreement regulate the manner of receipt of any evidence at trial or the use of

documents in the taking of depositions. AERAS may, however, move the Court for an Order that the evidence be received *in camera* or under other conditions to prevent unnecessary disclosure. The Court will then determine whether the proffered evidence should continue to be treated as Confidential Information and, if so, what protection, if any, may be afforded such information at trial or hearing, including the filing of such information under seal. The purpose of this provision is to prevent the unnecessary disclosure of Confidential Information resulting from such documents being filed and becoming part of the public record.

- a. AERAS's or the plaintiff's inadvertent or unintentional disclosure of any Confidential Information shall not be construed to be a waiver, in whole or in part, of AERAS's claims of confidentiality, either as to the specific Confidential Information disclosed or as to other related information.
- g. The provisions of this Order shall not affect the admissibility of evidence at trial, before the grand jury, or at any preliminary evidentiary proceeding in open court, except as directed by separate order entered for good cause shown, and this Order shall not be construed as a waiver by any party of any objection that might be raised as to the discoverability or admissibility at trial of any document, information or testimony.
- h. Within thirty days after final verdict and the conclusion of all appeals, if any, Defendants and his counsel shall return all Confidential Information (including all copies and/or summaries thereof) to AERAS.
- i. Either party or affected non-party may at any time seek modification, revision,

clarification, or termination of this Order.

IT IS SO ORDERED, this ___ day of _____, 2007.

W. HAROLD ALBRITTON
SENIOR UNITED STATES DISTRICT JUDGE

AGREED AND ACCEPTED:

BRENEN G. ELY (ASB-0366-E54B)
Attorney for Plaintiff

MICHAEL J. COHAN (ASB-6887-A56M)
Attorney for Defendant

ELY & ISENBERG, L.L.C.

Attorneys at Law

600 Beacon Parkway West, Suite 104 • Birmingham, Alabama 35209
Telephone 205.313.1200 • Facsimile 205.313.1201

E-mail Address: CHudson@elylawllc.com

Candace L. Hudson

September 17, 2007

Michael Cohan
HILL, HILL, CARTER, FRANCO,
COLE & BLACK, P.C.
Post Office Box 116
Montgomery, AL 36101


Re: *Continental Casualty Company v. Alabama Emergency Room Administrative Services, P.C.*

Dear Mike:

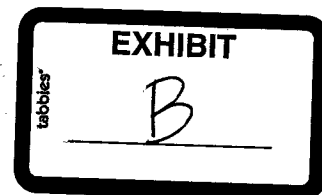
As of the date of this letter, we have not received your client's responses to the interrogatories and requests for production issued by Continental Casualty. Please forward the responses within the next fourteen (14) days.

Thank you in advance for your cooperation and assistance in this regard. Should you have any questions please do not hesitate to call.

Sincerely,


Candace L. Hudson

CLH/km



Mike Cohan

From: Mike Cohan
Sent: Friday, September 21, 2007 12:42 PM
To: 'Candace Hudson'
Subject: AERAS

Candace: Got your letter regarding the discovery responses from my client. I spoke with Brenen earlier about a Protective Order and I sent him a proposed one. Until this is entered, I am holding off on responding to the discovery. Let me know if the proposed order is an issue. Also, Brenen and I missed each other last week or so regarding whether your client wishes to try and resolve this matter without further time and money. Let me know something on that as well, please. Thanks, Mike

Michael J. Cohan

Hill, Hill, Carter, Franco, Cole & Black, P.C.

425 South Perry Street

Montgomery, Alabama 36104

(334) 834-7600

(334) 832-7419 [facsimile]

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Mike Cohan

From: Candace Hudson [chudson@elylawllc.com]
Sent: Friday, September 21, 2007 1:10 PM
To: Mike Cohan
Subject: RE: AERAS

Mike --

Thanks for your response. We're taking a look at the proposed Protective Order and will get back to you on that.

I talked to Brenen. He asks that you call him regarding settlement when you get time. He was actually waiting on you to call (he remembers you saying that you'd call this week).

Thanks.

Candace

-----Original Message-----

From: Mike Cohan [mailto:mcohan@hillhillcarter.com]
Sent: Friday, September 21, 2007 12:42 PM
To: Candace Hudson
Subject: AERAS

Candace: Got your letter regarding the discovery responses from my client. I spoke with Brenen earlier about a Protective Order and I sent him a proposed one. Until this is entered, I am holding off on responding to the discovery. Let me know if the proposed order is an issue. Also, Brenen and I missed each other last week or so regarding whether your client wishes to try and resolve this matter without further time and money. Let me know something on that as well, please. Thanks, Mike

Michael J. Cohan

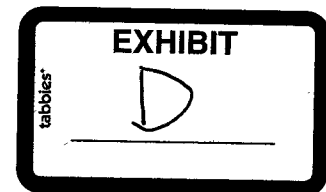
Hill, Hill, Carter, Franco, Cole & Black, P.C.

425 South Perry Street

Montgomery, Alabama 36104

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(334) 832-7419 [facsimile]



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IRS CIRCULAR 230 DISCLOSURE: Pursuant to U.S. Treasury Regulations, we are now

Mike Cohan

From: Candace Hudson [chudson@elylawllc.com]
Sent: Monday, September 24, 2007 5:03 PM
To: Mike Cohan
Cc: Brenen Ely
Subject: Continental Casualty v. AERAS

Mike -

We've reviewed the proposed Protective Order and have no problems with its content. However, the second full sentence of the proposed Protective Order is incorrect. The references to Defendant and Plaintiff appear to be reversed. Please have that revision made before the proposed Protective Order is presented to the Court. Thanks.

Candace
Candace L. Hudson
Ely & Isenberg, LLC
600 Beacon Parkway West
Suite 104
Birmingham, Alabama 35209
(205) 313-1200 telephone
(205) 313-1201 facsimile
chudson@elylawllc.com

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Mike Cohan

From: Candace Hudson [chudson@elylawllc.com]
Sent: Friday, October 12, 2007 3:23 PM
To: Mike Cohan
Cc: Brenen Ely
Subject: AERAS

Mike -

Now that the Court has entered the Protective Order, we would appreciate you forwarding AERAS's responses to the outstanding discovery within the next fourteen (14) days.

Also, please let us know the status on getting proposed dates for the depositions of the doctors and witnesses that we identified in our letter of August 15, 2007.

Candace

Candace L. Hudson
Ely & Isenberg, LLC
600 Beacon Parkway West
Suite 104
Birmingham, Alabama 35209
(205) 313-1200 telephone
(205) 313-1201 facsimile
chudson@elylawllc.com

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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

CONTINENTAL CASUALTY COMPANY,)

Plaintiff,)

v.)

CASE NO.: 2:07cv221-WHA

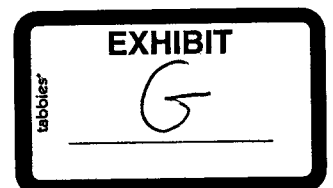
ALABAMA EMERGENCY ROOM)
ADMINISTRATIVE SERVICES, P.C.)

Defendant.)

DEFENDANT'S RESPONSES TO PLAINTIFF'S REQUESTS FOR PRODUCTION

COMES NOW the Defendant, Alabama Emergency Room Administrative Services, P.C., and responds to Plaintiff's Requests for Production as follows, subject to and in accordance with any and all protective orders entered in this matter:

1. To the extent they exist in the possession of Defendant, see attached.
2. To the extent they exist in the possession of Defendant, see attached.
3. To the extent they exist in the possession of Defendant, see attached.
4. To the extent they exist in the possession of Defendant, see attached.
5. To the extent they exist in the possession of Defendant, see attached.
6. To the extent they exist in the possession of Defendant, see attached.
7. To the extent they exist in the possession of Defendant, see attached.
8. To the extent they exist in the possession of Defendant, see attached.
9. To the extent they exist in the possession of Defendant, see attached.
10. To the extent they exist in the possession of Defendant, see attached.
11. To the extent they exist in the possession of Defendant, see attached.



12. To the extent they exist in the possession of Defendant, see attached.

13. To the extent they exist in the possession of Defendant, see attached.

14. To the extent they exist in the possession of Defendant, see attached.

15. To the extent they exist in the possession of Defendant, see attached.

16. To the extent they exist in the possession of Defendant, see attached.

17. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Further, this request seeks to obtain information that is protected as trade secrets and/or proprietary information, not otherwise discoverable. Further, this request seeks to delve into the personal and private matters involving a number of physicians and employees not parties to this action. Further, this request has absolutely nothing to do with the pending litigation and is clearly meant to harass, oppress and annoy Defendant.

18. To the extent they exist in the possession of Defendant, see attached.

19. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Further, this request seeks to obtain information that is protected as trade secrets and/or proprietary information, not otherwise discoverable. Further, this request seeks to delve into the personal and private matters involving a number of physicians and employees not parties to this action. Further, this request has absolutely nothing to do with the pending litigation and is clearly meant to harrass, oppress and annoy Defendant.

20. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Further, this request seeks to obtain information that is protected as trade secrets and/or proprietary information, not otherwise

discoverable. Further, this request seeks to delve into the personal and private matters involving a number of physicians and employees not parties to this action. Further, this request has absolutely nothing to do with the pending litigation and is clearly meant to harrass, oppress and annoy Defendant.

21. To the extent they exist in the possession of Defendant, see attached.

22. To the extent they exist in the possession of Defendant, see attached.

23. To the extent they exist in the possession of Defendant, see attached.

24. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Without waiving said objections, see attached.

25. Not applicable.

26. This information is readily available from the offices of the Alabama Secretary of State.

27. To the extent they exist in the possession of Defendant, see attached.

28. To the extent they exist in the possession of Defendant, see attached.

29. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Further, this request seeks to obtain information that is protected as trade secrets and/or proprietary information, not otherwise discoverable. Further, this request seeks to delve into the personal and private matters involving a number of physicians not parties to this action. Further, this request has absolutely nothing to do with the pending litigation and is clearly meant to harass, oppress and annoy Defendant.

30. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Further, this request seeks to obtain

information that is protected as trade secrets and/or proprietary information, not otherwise discoverable. Further, this request seeks to delve into the personal and private matters involving a number of physicians not parties to this action. Further, this request has absolutely nothing to do with the pending litigation and is clearly meant to harass, oppress and annoy Defendant.

31. To the extent they exist in the possession of Defendant, see attached.

32. Defendant objects to this request as it is vague, overly broad, overly burdensome and not reasonably calculated to lead to discoverable information. Further, this request seeks to obtain information that is protected as trade secrets and/or proprietary information, not otherwise discoverable. Further, this request has absolutely nothing to do with the pending litigation and is clearly meant to harass, oppress and annoy Defendant.

33. To the extent they exist in the possession of Defendant, see attached.

34. To the extent they exist in the possession of Defendant, see attached.

35. To the extent they exist in the possession of Defendant, see attached.

36. To the extent they exist in the possession of Defendant, see attached.

Respectfully submitted this the 29th day of October, 2007.




MICHAEL J. COHAN (ASB-6887-A56M)
Attorney for Defendant

OF COUNSEL:
Hill, Hill, Carter,
Franco, Cole & Black, P.C.
Post Office Box 116
Montgomery, Alabama 36101-0116
Telephone: (334) 834-7600
Facsimile: (343) 832-7419
Email: mcohan@hillhillcarter.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing upon all parties by U.S. Mail this the 27th day of October, 2007.

Brenen G. Ely, Esq.
Joel S. Isenberg, Esq.
Candace L. Hudson, Esq.
Ely & Isenberg, LLC
600 Beacon Parkway West
Suite 104
Birmingham, Alabama 35209

A handwritten signature in dark ink, appearing to read 'Michael J. Cohan', is written over a horizontal line.

MICHAEL J. COHAN (ASB-6887-A56M)

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

CONTINENTAL CASUALTY COMPANY,)

Plaintiff,)

v.)

CASE NO.: 2:07cv221-WHA

ALABAMA EMERGENCY ROOM)
ADMINISTRATIVE SERVICES, P.C.)

Defendant.)

DEFENDANT'S RESPONSES TO PLAINTIFF'S INTERROGATORIES

COMES NOW Defendant Alabama Emergency Room Administrative Services, P.C. (AERAS) and responds to Plaintiff's First Interrogatories, in order and as numbered in the interrogatories propounded by Plaintiff, as follows:

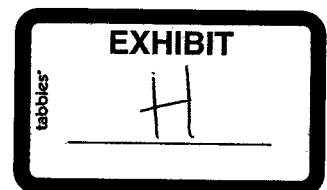
1. For each requested Admission that you denied, please provide a detailed explanation of the reason for each such denial and state what you assert to be the facts relevant to each request.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, the following is provided as to each denied request for admission, referenced by the requests as numbered in the Requests for Admissions to Defendant:

3. The policy at issue was cancelled by AERAS prior to May 3, 2006. Documents previously produced support these facts.

6. While AERAS never submitted a claim to Plaintiff needing "service", the erroneous billing practices, claimed audits and service related to such were well below par. Documents previously produced support these facts.

7. This is a contention of Plaintiff. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed "actual" premium has any merit. Documents previously produced support these facts.



8. This is a contention of Plaintiff. AERAS disputes that any legitimate and accurate "audit" was performed. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed "actual premium" has any merit. Documents previously produced and the deposition testimony of Tom Dyer support these facts.

9. This is a contention of Plaintiff. AERAS disputes that any legitimate and accurate "audit" was performed. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed "actual premium" has any merit. Documents previously produced and the deposition testimony of Tom Dyer support these facts.

10. This is a contention of Plaintiff. AERAS disputes that any legitimate and accurate "audit" was performed. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed "actual premium" has any merit. Documents previously produced and the deposition testimony of Tom Dyer support these facts.

11. AERAS paid sums to Plaintiff for what AERAS was told was the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. The amounts paid by AERAS are reflected in the documents previously produced and the deposition testimony of Tom Dyer.

12. This is a contention of Plaintiff. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. Insofar as Plaintiff contends that AERAS owes any further monies to it, AERAS disputes that premiums payments were "properly credited". Documents previously produced support these facts.

13. This is a contention of Plaintiff. AERAS disputes that any legitimate and accurate "audit" was performed. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed premium has any merit. Documents previously produced and the deposition testimony of Tom Dyer support these facts.

14. This is a contention of Plaintiff. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. Documents previously produced support these facts.

15. This is a contention of Plaintiff. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. Documents previously produced support these facts.

16. This is a contention of Plaintiff. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. Documents previously produced support these facts.

17. This is a contention of Plaintiff. AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. Documents previously produced support these facts.

2. Please state the full name, home and work addresses, and job title of the person or persons answering these interrogatories.

RESPONSE: Mark Edward Platt, RN. Mr. Platt may be contacted through counsel for AERAS. Mr. Platt is the Chief Operating Officer (COO) of AERAS.

3. Please state the names and addresses of all persons who have knowledge of any fact relating to the incidents made the basis of this lawsuit.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, the following is provided:

Mark Edward Platt, RN
Kelli D. Destin
Beppy Hassey
Ashley Rogers
Jeanie M. Shaw
Beebe R. Frederick, Jr.
John Moorehouse, MD

Any individual listed by Plaintiff in any discovery response

Any individual identified in any document produced by AERAS to Plaintiff

Any individual identified in any document produced by Plaintiff to AERAS

4. As to each person named above, please describe in detail his/her knowledge of the facts regarding the claim made the basis of this lawsuit.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, the above individuals have knowledge of the issues relative to this lawsuit, including communications between the parties hereto, as well as the business structure and operations of AERAS. The documents previously produced to Plaintiff by AERAS reflect the knowledge of each individual listed.

5. Please identify and describe in detail each and every communication that AERAS or any of its representatives had had with Continental Casualty or any of its employees, agents, or representatives regarding the incident made the basis of this lawsuit, specifically identifying the person(s) between whom each communication was made, the manner of communication, and the substance of each communication.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, this has been produced previously to Plaintiff.

6. Please identify and describe in detail each and every communication that AERAS or any of its employees, agents, or representatives have had with its insurance agent or any other person not a party to this lawsuit regarding the incidents made the basis of this lawsuit, specifically identifying the person(s) with whom AERAS or its employees, agents, or representatives communicated and the substance of each such communication.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, this has been produced previously to Plaintiff.

7. If AERAS claims that the Workers' Compensation insurance failed to conform to that which AERAS requested, please identify and describe in detail how such insurance failed to conform and state the method by which these alleged failures were communicated to Continental Casualty.

RESPONSE: While AERAS never submitted a claim to Plaintiff, the erroneous billing practices, claimed audits and service related to such were well below par. Documents previously produced support these facts and clearly identify communications between the parties hereto.

8. If AERAS claims any defect or problem in any of the insurance services provided, please state the nature of each alleged defect or problem, the date on which each defect or problem was first observed by AERAS, and identify the person who first observed the alleged defect or problem.

RESPONSE: While AERAS never submitted a claim to Plaintiff, the erroneous billing practices, claimed audits and service related to such were well below par. Documents previously produced support these facts and clearly identify those individuals involved in such issues.

9. If AERAS claims any defect or problem with the Workers' Compensation insurance upon which this lawsuit is based, please state whether AERAS notified Continental Casualty of such a problem, and, if so, please identify the date on which AERAS notified Continental Casualty of such problem, the manner in which AERAS notified Continental Casualty, the person at AERAS who communicated the notification to Continental Casualty, the substance or content of the notification, and to whom the notification was given.

RESPONSE: While AERAS never submitted a claim to Plaintiff, the erroneous billing practices, claimed audits and service related to such were well below par. Documents previously produced support these facts and clearly identify those individuals involved in such issues and the communications as between the parties hereto.

10. Please identify each and every payment made by AERAS for the initial or final premium amount for the Workers' Compensation coverage that is the basis of this lawsuit. Your response should include the date and manner of each payment, and the recipient for same.

RESPONSE: This has been produced previously to Plaintiff.

11. If AERAS has not paid, in full, the final premium amount that is the subject matter of this litigation, please state your reason for not paying the full amount of the final premium that

has been invoiced to AERAS.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, this has been produced previously to Plaintiff. Further, AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed premium has any merit. AERAS disputes that any legitimate and accurate "audit" was performed. Documents previously produced support these facts.

12. Please state the name and address of the person who is the custodian of books and records of AERAS.

RESPONSE: Kelli D. Destin. Ms. Destin may be contacted through counsel for AERAS.

13. Please state the name and address of the person who maintains the payroll records of AERAS.

RESPONSE: Kelli D. Destin. Ms. Destin may be contacted through counsel for AERAS.

14. Please state the name, job description, and monthly payroll amounts for each workers, employee, subcontractor and independent contractor for AERAS during the policy period of May 3, 2005 to May 3, 2006.

RESPONSE: This has been produced previously to Plaintiff.

15. If AERAS claims that another company provided alternative coverage for its employees and/or subcontractors during the policy period of May 3, 2005 to May 3, 2006, please state the name and business address of the company providing alternative coverage, the policy number under which alternative coverage was provided, and identify the individual at said company with whom you had contact regarding the alternative coverage.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information.

16. Please state the name and address of the insurance agent through whom AERAS

placed its workers' compensation coverage with Continental Casualty.

RESPONSE: The Frederick Agency, 624 South Perry Street, Montgomery, Alabama 36101.

17. Please state whether AERAS has ever been a party to another other lawsuit, bankruptcy, claim for nonpayment of workers' compensation insurance premiums, dispute over premiums due on workers' compensation insurance, or dispute over calculation of workers' compensation insurance premiums.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information.

18. Please state the amount that AERAS contends that it owes or owed under the workers' compensation policy issued to AERAS by Continental Casualty for the May 3, 2005 to May 3, 2006 policy period.

RESPONSE: Nothing other than that which has already been paid.

19. Please identify and describe in detail how AERAS determined or calculated the amount that it identified in the previous interrogatory response.

RESPONSE: Defendant objects to this interrogatory in that it is vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, AERAS was told what the premium would be when it purchased the coverage from Plaintiff. AERAS paid the premium quoted for the coverage desired. AERAS disputes that any further premium is owed. AERAS disputes that the Plaintiff's claims of any additional owed premium has any merit.

20. Please state whether each AERAS worker, employee, subcontractor, and/or independent contractor is responsible for carrying his or her own workers' compensation policy.

RESPONSE: AERAS ensures that its employees are afforded workers' compensation coverage as required by and to the extent of the Alabama Workers' Compensation Act.

21. Please state whether each AERAS worker, employee, subcontractor, and/or independent contractor is responsible for carrying his or her own liability policy.

RESPONSE: It is unclear as to what is meant by “liability policy” and thus AERAS cannot respond to this interrogatory.

22. Please state whether the work performed by each worker, employee, subcontractor, and independent contractor of AERAS is performed pursuant to a written agreement.

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, applicable written agreements have previously been provided to Plaintiff by AERAS.

23. Please describe fully and in detail the training that AERAS provides to each of its workers, employees, subcontractors and independent contractors.

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information.

24. Is each AERAS worker, employee, subcontractor, and independent contractor given instructions in the way that work is to be performed?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, as to independent contractors, no.

25. Does AERAS have the right to change the methods used by its workers, employees, subcontractors, and independent contractors or to direct those persons on how to perform their work?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, as to independent contractors, no.

26. Is each AERAS worker, employee, subcontractor, and independent contractor required to follow a routine or a schedule established by AERAS? If so, please identify and fully describe the routine or schedule that must be followed by each.

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, as to independent contractors, no.

27. Does each AERAS worker, employee, subcontractor, and independent contractor furnish a time record to AERAS?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. It is unclear as to what is meant by "time record" and thus AERAS cannot respond to this interrogatory.

28. Who is responsible for providing all tools, equipment, supplies, and materials necessary for completion of work to the AERAS workers, employees, subcontractors, and independent contractors?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. It is unclear as to what is meant by "tools, equipment, supplies, and materials necessary for completion of work" and thus AERAS cannot respond to this interrogatory. Without waiving any objection, AERAS provides employees with that necessary to effectively complete their tasks. As to independent contractors, AERAS provides no tools, equipment, supplies or materials.

29. What expenses are incurred by AERAS's workers, employees, subcontractors, and/or independent contractors in the performances of services for AERAS?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information.

30. Please identify and fully describe all expenses for which AERAS reimburses its workers, employees, subcontractors, and/or independent contractors.

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information.

31. Please identify and fully describe the type of pay that each worker, employee, subcontractor, and independent contractor receives.

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, all such individuals are paid via negotiable instruments with the equivalency of United States currency.

32. Does AERAS guarantee a minimum amount of pay to its workers, employees, subcontractors, and independent contractors?

RESPONSE: No.

33. Please identify and specifically describe all pension, bonuses, vacation, and/or sick pay available to AERAS's workers, employees, subcontractors, and independent contractors.

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information.

34. Does AERAS deduct social security tax from the amounts it pays to its workers, employees, subcontractors, and independent contractors?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, AERAS complies with all local, state and federal tax laws.

35. Does AERAS deduct federal income tax from the amounts it pays to its workers, employees, subcontractors, and independent contractors?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, AERAS complies with all local, state and federal tax laws.

36. How does AERAS report the income of its workers, employees, subcontractors, and independent contractors to the Internal Revenue Service?

RESPONSE: Defendant objects to this interrogatory in that it is unduly burdensome, vague, overly broad, seeks privileged information and is not calculated to lead to discoverable information. Without waiving any objection, AERAS complies with all local, state and federal tax laws.

37. Please identify by name and address all workers, employees, subcontractors, and/or independent contractors to whom AERAS provided medical malpractice or professional liability coverage during the policy period of May 3, 2005 to May 3, 2006.

RESPONSE: None.

38. For each individual identified in AERAS's response to the preceding interrogatory, please state how said individual was classified for purposes of medical malpractice or professional liability coverage.

RESPONSE: Not applicable.

Submitted this the 28 day of NOVEMBER, 2007.

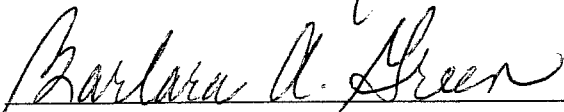

Mark Edward Platt, RN


STATE OF ALABAMA)

COUNTY OF MONTGOMERY)

Before me, the undersigned authority in and for said State and County, personally appeared Mark Edward Platt, RN, who is known to me and having been duly sworn, deposes and says that the answers given in the foregoing are true and correct to the best of her knowledge, information and belief.

SWORN TO and SUBSCRIBED before me on this the 28th day of November, 2007.


NOTARY PUBLIC MY COMMISSION EXPIRES
My commission expires: 8-30-08


MICHAEL J. COHAN (ASB-6887-A56M)
Attorney for Defendant

OF COUNSEL:
Hill, Hill, Carter,
Franco, Cole & Black, P.C.
Post Office Box 116

Montgomery, Alabama 36101-0116

Telephone: (334) 834-7600

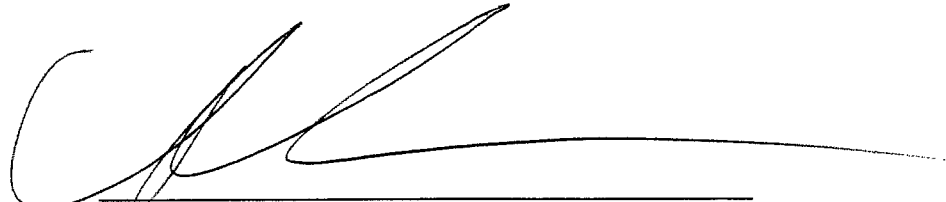
Facsimile: (343) 832-7419

Email: mcohan@hillhillcarter.com

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the above and foregoing upon all parties by U.S. Mail this the 30th day of December, 2007.

Brenen G. Ely, Esq.
Joel S. Isenberg, Esq.
Candace L. Hudson, Esq.
Ely & Isenberg, LLC
600 Beacon Parkway West
Suite 104
Birmingham, Alabama 35209



MICHAEL J. COHAN (ASB-6887-A56M)

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E-mail Address: CHudson@elylawllc.com

Candace L. Hudson

November 30, 2007

VIA FACSIMILE & U.S. MAIL

Mr. Michael J. Cohan
HILL, HILL, CARTER, FRANCO,
COLE & BLACK, P.C.
Post Office Box 116
Montgomery, AL 36101

Re: *Continental Casualty Company v. Alabama Emergency Room Administrative Services, P.C.*

Dear Mike:

We have received your client's Responses to Requests for production and unverified Responses to Interrogatories. This letter is written to request that AERAS reconsider certain of its objections and provide supplemental responses within the next fourteen (14) days.

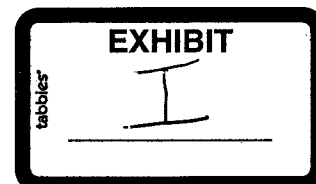
As an initial matter, we note that the Responses to Interrogatories have not yet been verified (sworn) by your client. However, pursuant to your correspondence, we understand that you are working to obtain those and expect that the verified responses will differ very little from those originally provided.

Second, we note that AERAS asserts objections in response to many of the interrogatories and requests. However, AERAS failed to assert these objections within the period prescribed by the Federal Rules of Civil Procedure. Therefore, the objections are waived, and we request that AERAS provide the requested information and/or documents.

Further, if there is document that AERAS is withholding from production on the basis of privilege or work-product, we request that you provide us with a privilege log in accordance with Federal Rule of Civil Procedure 26(b)(5)(A).

In addition, we request supplementation of the following Interrogatories and Requests:

Interrogatory 3 requests AERAS to state that names and addresses of all persons with knowledge of any fact related to the incidents made the basis of this lawsuit. AERAS attempts to



Mr. Michael J. Cohan
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Page 2

assert objections to the interrogatory and contends it is vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. However, AERAS failed to timely object to this, or any other interrogatory or request. Thus, pursuant to Federal Rule of Civil Procedure 33(b)(4), AERAS waived its right to object to this interrogatory. Nevertheless, AERAS has provided some information in response to the interrogatory. Please clarify whether all information and/or documents responsive to this request have been produced. If not, and AERAS withheld any information on the basis of its objections, we request that AERAS immediately supplement the responses to provide the requested information.

Interrogatory 4 requests AERAS to describe in detail the knowledge that each person identified in response to Interrogatory 3 has regarding the incidents made the basis of this lawsuit. AERAS attempts to assert objections to the interrogatory and contends it is vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. However, AERAS failed to timely object to this, or any other interrogatory or request. Thus, pursuant to Federal Rule of Civil Procedure 33(b)(4), AERAS waived its right to object to this interrogatory. Nevertheless, AERAS has provided some information in response to the interrogatory. If AERAS has provided all information or documents its has in its possession that respond to the interrogatory, please clarify your response to state this. However, to the extent that AERAS withheld any information on the basis of its objections, we request that AERAS immediately supplement the responses to provide the requested information.

Interrogatories 5 and 6 request AERAS to identify and describe in detail each and every communication that AERAS or any of its representatives had with Continental Casualty, any insurance agent, or any third party regarding the incidents made the basis of this lawsuit. Again, AERAS attempts to assert objections to these interrogatories and contends that they are vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. AERAS failed to timely object to this, or any other interrogatory or request. Thus, pursuant to Federal Rule of Civil Procedure 33(b)(4), AERAS waived its right to object to this interrogatory. Subject to its objections, AERAS states that the information has been produced. If all of the requested information has been provided, please advise us of this. However, if any information or documents were withheld by AERAS on the basis of its objections, we request that the responses be immediately supplemented to provide the requested information.

Interrogatory 11 requests that AERAS state its reasons for not paying the full amount of the final premium that has been invoiced in this matter. AERAS attempts to assert objections to the interrogatory on the basis that it is vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. As set forth above, AERAS failed to timely object to this interrogatory and, therefore, its objections are waived. Nevertheless, AERAS provides some information in response to the interrogatory. Please clarify the answer to this interrogatory and state whether all requested information was provided in the response. If so, supplementation of this interrogatory response is not necessary. If, however, any information was withheld by AERAS on

Mr. Michael J. Cohan
November 30, 2007
Page 3

the basis of an objection, please immediately supplement the response to provide the requested information.

Interrogatory 15 seeks information regarding any alternative coverage that might have been available for AERAS's employees and/or subcontractors during the Continental Casualty policy period. AERAS asserts objections on the basis that the interrogatory is vague, overly broad, seeks privileged information, and not calculated to lead to discoverable information. However, AERAS failed to timely assert its objections to this interrogatory. Accordingly, pursuant to Federal Rule of Civil Procedure 33(b)(4), AERAS waived its objections to this interrogatory. Thus, we request that AERAS immediately supplement its responses to provide the requested information.

Interrogatory 17 requests AERAS to state whether it has been a party to any other lawsuit, bankruptcy, or claim for nonpayment of workers' compensation insurance premiums, dispute over premiums due on workers' compensation insurance, or dispute over calculation of workers' compensation insurance premiums. AERAS again attempts to assert objections and contends that the interrogatory is vague, overly broad, seeks privileged information, and not calculated to lead to discoverable information. However, AERAS failed to timely assert its objections to this interrogatory. Accordingly, pursuant to Federal Rule of Civil Procedure 33(b)(4), AERAS waived its objections to this interrogatory. Thus, we request that AERAS immediately supplement its responses to provide the requested information.

Interrogatory 19 asks AERAS to identify and describe how AERAS determined or calculated the amount of premium that it contends was appropriate for the workers' compensation policy in issue. In response, AERAS asserts objections and states that the interrogatory is vague, overly broad, seeks privileged information, and not calculated to lead to discoverable information. Subject to its objections, AERAS does, however, provide some information in response to the interrogatory. If all information responsive to the interrogatory has been provided, please clarify your response to so state. If, however, information was withheld on the basis of the stated objections, said objections are waived by their untimely submission. Accordingly, we request that AERAS immediately provide all information and/or documents that might have been withheld.

Interrogatory 20 specifically requests that AERAS state whether each AERAS worker, employee, subcontractor, and/or independent contractor is responsible for carrying his or her own workers' compensation policy. In response, AERAS simply states that it "ensures that its employees are afforded workers' compensation coverage as required by and to the extent of the Alabama Workers' Compensation Act." This answer is non-responsive. We request that AERAS immediately supplement its response to answer the question posed.

Interrogatory 21 specifically requests that AERAS state whether each AERAS worker, employee, subcontractor, and/or independent contractor is responsible for carrying his or her own liability policy. In response, AERAS states that it cannot answer the interrogatory on the basis that

Mr. Michael J. Cohan
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Page 4

it is unclear that is meant by "liability policy." Please allow this letter to clarify the request as follows: "Please state whether each AERAS worker, employee, subcontractor, and/or independent contractor is responsible for carrying his or her own commercial general liability and/or professional liability policy."

Interrogatory 22 asks AERAS to state whether the work performed by each worker, employee, subcontractor, and independent contractor of AERAS is performed pursuant to a written agreement. AERAS objects that the interrogatory is vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. However, subject to its objections, AERAS provides a response to this interrogatory. Please clarify the response to indicate whether any information or documents were withheld on the basis of the asserted objections. If so, the objections were untimely and are, therefore, waived. Accordingly, we request that you immediately produce any and all information that may have been withheld.

Interrogatory 23 requests that AERAS describe the training that AERAS provides to its workers, employees, subcontractors, and independent contractors. Although AERAS attempts to assert objections on the basis that the interrogatory is vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information, AERAS waived these objections by failing to timely assert any objection to the interrogatory. Therefore, we request that you provide a full and complete response to Interrogatory 23.

Interrogatories 24, 25, and 26 request that AERAS state whether its workers, employees, subcontractors, and independent contractors are given instructions or directions on how their work is to be performed or required to follow an AERAS-provided schedule or routine. In response to each of these interrogatories, AERAS asserts untimely objections on the basis that the interrogatories are vague, overly broad, seek privileged information, and are not calculated to lead to discoverable information. Subject to the objections, AERAS states that as to independent contractors, it does not instruct or direct their work or require them to follow a schedule or routine established by AERAS. The response does not, however, provide a full and complete response to the interrogatories as it does not include information regarding AERAS's workers, employees or subcontractors. As the objections to these interrogatories are untimely, they are waived. Accordingly, we request that AERAS provide full and complete responses to these interrogatories.

Interrogatory 27 requests AERAS to state whether AERAS's workers, employees, subcontractors, and independent contractors furnish time records to AERAS. AERAS asserts untimely objections on the basis that the interrogatories are vague, overly broad, seek privileged information, and are not calculated to lead to discoverable information. Moreover, AERAS states that it is unable to respond to the interrogatory as it is unclear what is meant by use of the phrase "time record." Thus, please allow this letter to clarify the request as follows: "Does each AERAS worker, employee, subcontractor, and independent contractor furnish a time card, time sheet, or other form of written verified confirmation of hours worked to AERAS for the purpose of calculating

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payroll or remuneration for each such worker, employee, subcontractor, and independent contractor?" Please provide a full and complete response to the clarified interrogatory.

Interrogatories 29 and 30 request AERAS to identify those expenses that are incurred by AERAS's workers, employees, subcontractors, and independent contractors and those expenses that are reimbursed by AERAS. AERAS fails to answer the interrogatories. Instead, it attempts to assert objections on the basis that the interrogatories are vague, overly broad, seek privileged information, and are not calculated to lead to discoverable information. Pursuant to Federal Rule of Civil Procedure 33(b), the objections are untimely and, therefore, waived. Accordingly, please provide full and complete responses to these interrogatories.

Interrogatory 31 requests AERAS to identify and describe the type of pay that each worker, employee, subcontractor, and independent contractor receives. AERAS asserts untimely objections to this interrogatory on the basis that it is vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. Subject to these objections, AERAS states that all individuals are paid via negotiable instruments. Please allow this letter to clarify the foregoing interrogatory with respect to the term "type of pay." The interrogatory seeks information regarding whether employees, workers, subcontractors, and independent contractors are salaried, paid hourly, paid per project, or paid per a specific contract amount. Please reconsider your answer and provide a full and complete response to the interrogatory as revised.

Interrogatory 33 asks AERAS to identify and describe all pension, bonuses, vacation, and/or sick pay available to its workers, employees, subcontractors, and independent contractors. AERAS failed to answer this interrogatory. Instead, AERAS attempts to assert untimely objections and contends that the interrogatory is unduly burdensome, vague, overly broad, seeks privileged information, and is not calculated to lead to discoverable information. As AERAS did not timely assert its purported objections, the objections are waived pursuant to Federal Rule of Civil Procedure 33(b). Moreover, the requested information is relevant to which no applicable privilege applies. Accordingly, please provide a full and complete response to the interrogatory.

Interrogatory 34 requests that AERAS state whether it deducts social security tax from the amounts it pays to its workers, employees, subcontractors, and independent contractors. AERAS first asserts untimely objections that the interrogatory is unduly burdensome, vague, overly broad, seeks privileged information and not calculated to lead to discoverable information. Subject to the purported objections, AERAS states that it "complies with all local, state and federal tax laws." The answer that has been provided is not responsive to the question posed. Moreover, the purported objections are waived by AERAS's failure to timely assert same. Accordingly, please provide a full and complete response to the interrogatory.

Interrogatory 35 requests that AERAS state whether it deducts federal income tax from the amounts it pays to its workers, employees, subcontractors, and independent contractors. AERAS

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again asserts untimely objections and contends that the interrogatory is unduly burdensome, vague, overly broad, seeks privileged information and not calculated to lead to discoverable information. Subject to the untimely objections, AERAS again states that it "complies with all local, state and federal tax laws." As with Interrogatory 34, the answer that has been provided with respect to this interrogatory is not responsive to the question posed. As the purported objections are deemed waived by AERAS's failure to timely assert same, we request that AERAS provide a full and complete response to the interrogatory that has been posed.

Interrogatory 36 requests that AERAS identify how it reports the income of its workers, employees, subcontractors, and independent contractors. As with the foregoing interrogatories, AERAS asserts untimely objections on the basis that the interrogatory is unduly burdensome, vague, overly broad, seeks privileged information and not calculated to lead to discoverable information. Subject to the objections, AERAS again states that it "complies with all local, state and federal tax laws." The answer is wholly non-responsive to the interrogatory. Moreover, AERAS's failure to timely assert any objection to the interrogatory constitutes waiver of the objections. Therefore, we request that AERAS provide a full and complete response to the interrogatory.

Requests for Production 17, 19, and 20 request production of AERAS's payroll ledger, disbursement journals, general ledger, books, or records kept in the usual course of AERAS's business pertaining to workers, employees, subcontractors, and/or independent contractors of AERAS for the policy period of May 3, 2005 to May 3, 2006. AERAS objects to the request as vague, overly broad, overly burdensome, and not reasonably calculated to lead to discoverable information. AERAS states further that the request seeks to obtain information that is protected as trade secret and/or proprietary information, not otherwise discoverable. Further, AERAS contends that the request seeks personal and private information involving physicians and employees who are not parties to this action. Finally, AERAS objects to producing the request information and states the request is not related to the pending litigation and is meant only to harass, oppress, and annoy AERAS.

Initially, please note that just as with each and every objection AERAS attempted to assert to the above-referenced interrogatories, AERAS's objections with respect to the requests for production were not asserted within the time prescribed by the Federal Rules of Civil Procedure. Accordingly, the objections are waived. Moreover, with respect to AERAS's concern regarding maintaining the confidentiality or privacy regarding the requested information, you are aware that the Court has entered a detailed Protective Order. Thus, as long as the produced documents are marked Confidential, the parties are prohibited from disseminating the information to third parties. Finally, the requested information consists of documents that AERAS would have been compelled to produce to Continental Casualty regardless of this litigation. Accordingly, as the requested documentation is relevant information to which no timely objection has been asserted, we respectfully request that the information be produced.

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Request for Production 24 seeks production of all federal and state income tax filings for AERAS for the years 2000 to the present. AERAS asserts untimely objections on the basis that the request is vague, overly broad, overly burdensome, and not reasonably calculated to lead to discoverable information. Subject to the objections, AERAS has produced its 941 Employer's Quarterly Tax Returns for the last 3 quarters of 2005 and the first 2 quarters of 2006. However, this is an incomplete response to the request. Because the request seeks relevant information to which no timely objection was asserted, please produce copies of AERAS's federal and state income tax filings for the years 2000 to the present, which include, but are not limited to, any Form 1120 or 1120-S tax returns filed by AERAS for the years 2000 to the present.

Requests for Production 29 and 30 seek the personnel files and applications of any physician that performed work or services on behalf of AERAS pursuant to its agreements with any Baptist hospital during the period of May 3, 2005 to May 3, 2006. AERAS objects to the request as vague, overly broad, overly burdensome, and not reasonably calculated to lead to discoverable information. AERAS states further that the request seeks to obtain information that is protected as trade secret and/or proprietary information, not otherwise discoverable. Further, AERAS contends that the request seeks personal and private information involving physicians and employees who are not parties to this action. Finally, AERAS objects to producing the requested information and states the request is not related to the pending litigation and is meant only to harass, oppress, and annoy AERAS.

AERAS's objections with respect to the requests for production were not asserted within the time prescribed by the Federal Rules of Civil Procedure. Thus, the objections are waived. Moreover, with respect to AERAS's concern regarding maintaining the confidentiality or privacy regarding the requested information, the Court has entered a detailed Protective Order that will protect dissemination of any "Confidential" information to third parties. As the information is relevant information to which no timely or applicable objection was asserted, we request that AERAS immediately produce the requested information.

Request for Production 32 requests that AERAS produce copies of each and every invoice issued to any Baptist Hospital for emergency room physician services during the period of May 3, 2005 to May 3, 2006. AERAS objects to the request as vague, overly broad, overly burdensome, and not reasonably calculated to lead to discoverable information. AERAS states further that the request seeks to obtain information that is protected as trade secret and/or proprietary information, not otherwise discoverable. AERAS also objects to producing the requested information and states the request is not related to the pending litigation and is meant only to harass, oppress, and annoy AERAS. However, because the information is relevant to which no timely objection or applicable objection was asserted, we respectfully request that AERAS produce the requested information.

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Please supplement AERAS's responses to the above-referenced interrogatories and requests for production within the next fourteen (14) days.

We look forward to receiving the responses. Should you have any questions or wish to further discuss the matters addressed in this letter, please contact Brenen or me.

Sincerely,



Candace L. Hudson

CLH/km

cc: Brenen G. Ely

Mike Cohan

From: Mike Cohan
Sent: Thursday, December 27, 2007 2:23 PM
To: 'Candace Hudson'; 'Brenen Ely'
Subject: AERAS

Brenen and Candace:

Hope you both had a great Christmas. Below, I will try to address your recent correspondence regarding discovery issues in this matter.

Regarding the multiple depositions you requested, I would suggest you first depose Mark Platt and Dr. Moorehouse. You may find you really don't want the others. Of course, that's your call. I am getting some January dates from all of them regardless, but suggest we at least start with Platt and Moorehouse.

You should have now received signed interrogatory answers.

As to the discovery request disputes, it seems the majority of your assertions are based upon AERAS waiving any objections under FRCP 33 for late submission of the responses. I'm not going to address that and, if that is to be pursued, you are going to have to contact the Court on this one.

As to the specific responses and further issues taken to the same, I provide the following. Those not listed below are omitted as it appears as though your only contention with them is as above with regard to Rule 33:

Interrogatories:

3. Fully responded to.
4. Fully responded to.
5. Fully responded to.
6. Fully responded to.
11. Fully responded to.
19. Fully responded to.
20. Fully responded to.
21. I assume for this and the following requests that "workers" and "employees" are the same. AERAS employees are not required to carry any such policies. All others would be as required by practice, law or professional organizations or licensure boards to which they belong or are subject. This will obviously vary for each individual or type of profession they engage in. Further, some carry such policies by personal choice.
22. Fully responded to.
24. AERAS employees are given such direction. All others are not.
25. AERAS employees are subject to such direction. All others are not.
26. AERAS employees are. All others are not.
27. Yes.
31. AERAS employees are paid either salary or hourly wages. All others are paid based upon agreement/contract.

Requests for Production:

17. Fully responded to.
19. Fully responded to.
20. Fully responded to.
24. AERAS stands by the objections and limitations on the response to this request.
29. AERAS stands by the objections and limitations on the response to this request.
30. AERAS stands by the objections and limitations on the response to this request.
32. AERAS stands by the objections and limitations on the response to this request.



12/27/2007

Let me know if you have any questions. Mike

Michael J. Cohan

Hill, Hill, Carter, Franco, Cole & Black, P.C.

425 South Perry Street

Montgomery, Alabama 36104

(334) 834-7600

(334) 832-7419 [facsimile]

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TRAINING MANUAL FOR EMERGENCY PHYSICIANS

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ESTIMATED TIME

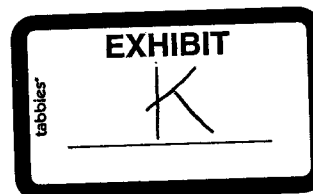
Manual: 30–45 minutes

Quiz: 10 minutes

IMPORTANT NOTE:

Templates are not designed or intended to influence a physician's clinical judgement or suggest any standard of care. In some cases, it may be appropriate for physicians to complete only a portion of the template. In other situations, it may be appropriate to record more information than that found on the template. The content, quantity and method of documentation may vary depending on the clinical situation and/or the physician's judgement.

REV. 11/1/00



AERAS 0898

CONTENTS AND OBJECTIVES

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OBJECTIVES

Upon completing this instruction manual, you should:

- Understand the advantages of template charting.
- Understand the organization of the T-System and the layout of its component templates.
- Learn to effectively use templates at the bedside.
- Understand the keys to quality in template charting.
- Know how to document complex histories using templates.

SECTION 1 OVERVIEW

What is the T-System®?

- A **bedside** charting system—a tool to help doctors to provide documentation of healthcare services.
- Over 50 templates **based on chief complaint**.

Each template is a single two-sided document. Typically the physician uses only ONE template for each patient.

- Covers 90–98% of emergency problems.

What the T-System® is Not:

- It is not intended to guide or replace professional clinical judgment.
- It is not intended to replace discharge instructions or order sheet.

Advantages for Emergency Physicians:

- Reduces documentation time.
- Enhances the quality of the record.
- Organizes the patient encounter.
- Decreases fatigue.
- Simplifies compliance with HCFA guidelines.
- Improves reimbursement.

How Does the T-System® Work?

T-Tip

Mark the template with a blue pen such as the Uniball™ fine tip pen, if permitted by your hospital. Blue ink is easily seen against the black formatting of the template.

- Nurse (or physician) selects a template from a special shelving unit (see page 3).
- Physician records history and physical exam findings on the template **at the bedside**.
- The template serves as the physician's note.
- Physician marks a **T** on the chart to show that the template is complete.

The Templates

- Templates are organized by category —

Medicine
CNS and Critical Care
Multiple Trauma
Regional Trauma
Pediatrics (medical & trauma)

Templates are based on the CHIEF COMPLAINT, not the diagnosis

T-Tip

Choose a Multiple Trauma template if the MECHANISM of injury could have caused multiple areas of trauma. The Multiple Trauma templates include a "whole body exam," which is necessary for falls, MVA, etc.

Choose a Regional Trauma template for localized injuries such as lacerations and sprains.

All trauma templates have "built-in" procedure notes for lacerations and other procedures.

- Within each category the templates have a similar layout. Diagrams of body areas make it easy to record findings.
- Special shelving makes it quick to find a template ... just look next to the affected body part to find the corresponding template.
- Each template is a single page (front and back). You can usually use only one template even when the patient has multiple complaints. Just choose an **"organizing chief complaint,"** and record other symptoms on that template as well. The organizing chief complaint is typically the most serious or immediate complaint. You may have additional templates chosen specifically by your facility. You will find these in the mini-shelf at the base of your shelving unit.
- The System also includes certain "add-on" templates. Use these when needed in addition to the main template, but do not use add-on templates alone. Add-on templates include:

Radiographic Interpretation templates
EKG Interpretation templates
Additional laceration repair
notes/conscious sedation
Progress Notes
Major trauma procedure/progress notes

T-Tip

Each template is labeled with a HCFA formatting level next to the template title. For example, on page 5, note the "5" next to the title "abdominal pain." This template includes Level 5 requirements for history and physical. (Of course, the case must also have the necessary HCFA medical decision making for Level 5.)

TEMPLATE SELECTION

The template list is shown below as arranged in the standard shelving unit. The graphics will help you locate the most useful template.

"HURT MAN"

REGIONAL TRAUMA

Use a regional trauma template (arranged anatomically along "Hurt Man") for localized injuries such as an isolated sprained ankle or a hand laceration. Certain templates can also serve for non-trauma complaints (e.g., *Back Pain, Neck Pain, and Eye Problems.*) Use the *Hip Injury* template for hip fracture.

PEDIATRICS

Use the *Pediatric Illness* template (#14) for all illnesses in infants & toddlers, including febrile seizures and ingestions. You may use the other templates as well for older children.

MULTIPLE TRAUMA

Use one of the seven multiple trauma templates (#16-22) when multiple injuries are present or possible, such as *MVA* or *Significant Fall*.

These are grouped by mechanism of injury. The *Major Burn* template is for severe, extensive burns or smoke inhalation. Use a regional trauma template for most burns.

"SICK MAN"

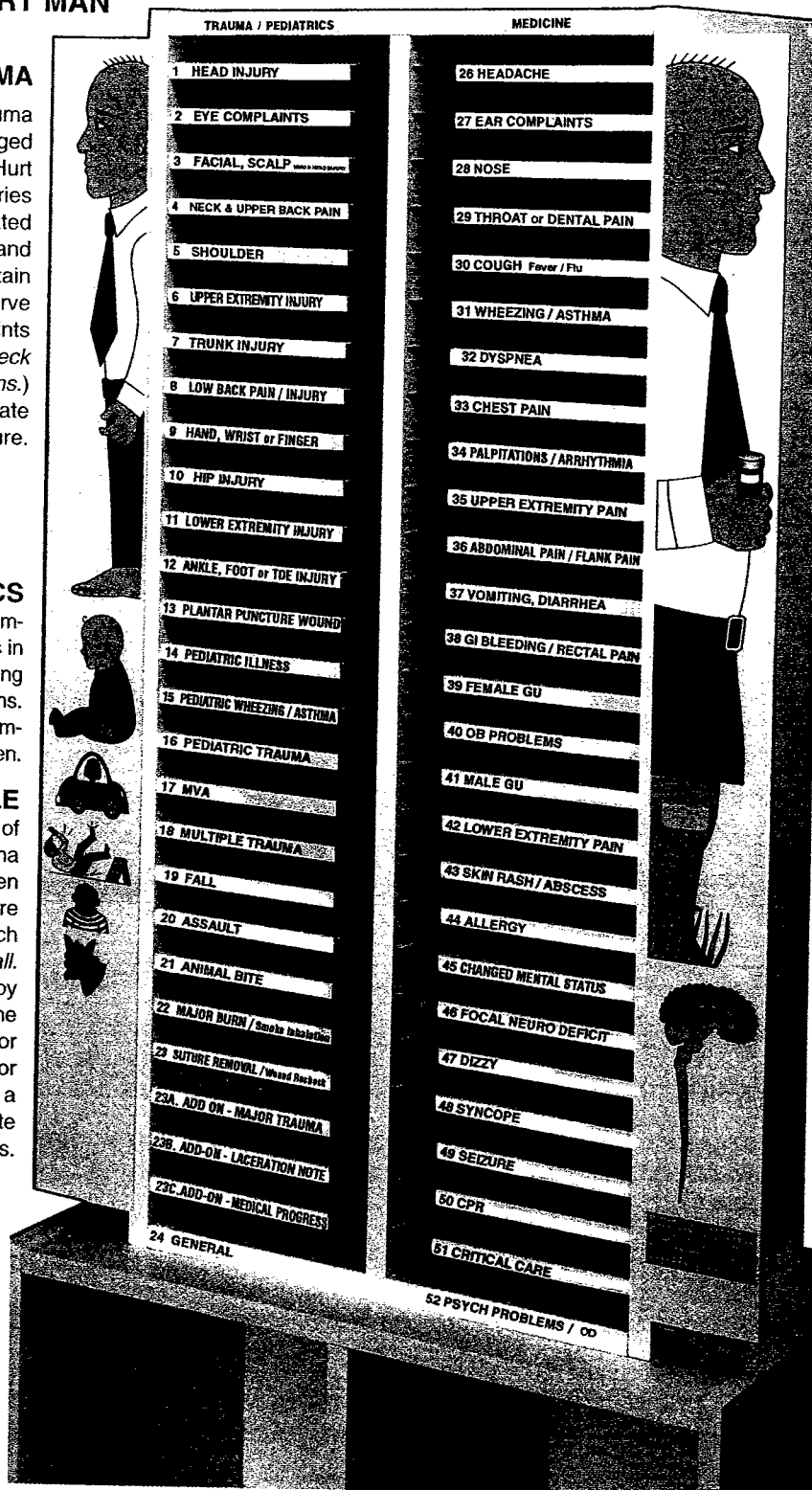
MEDICAL TEMPLATES

The medical templates are arranged anatomically along the "Sick Man" diagram. Use the *Cough/Fever* template for "fever of uncertain origin."

NEUROLOGY TEMPLATES

The neurology templates (by the brain diagram) are a diverse and useful group. The *Changed Mental Status* template is appropriate for an insulin reaction.

The *Focal Neuro Deficit* template is useful for generalized (non-focal) weakness as well as focal complaints.



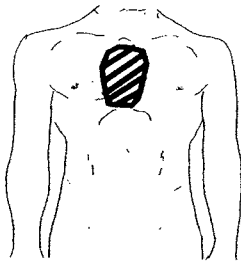
SECTION 2 MARKING THE TEMPLATE

Use the template at the bedside and mark as follows

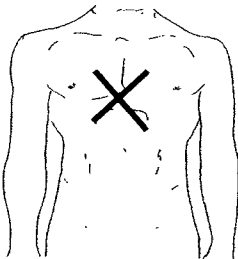
T-Tip

You will find graphics throughout the templates.

Shade or circle pain locations like this:



NOT THIS



T-Tip

Use blank lines provided to record any additional information pertinent to the patient's care. The template is not intended to establish a standard of care or replace your clinical judgement.

- circle (or check) positive items

chest pain **x 4 hrs** = "chest pain for four hours"

✓ breath sounds nml = "breath sounds normal"

It is best to **circle** items that you want the reader to note, such as all **positives and abnormals**. The reader can thereby rapidly grasp the "story of the case" by following the circled items.

- back-slash** negative items — mark through the body of the word from 10 to 4 o'clock

vomiting = "no vomiting"

NOT THIS:

vomiting

this forward slash could be confused with a check mark

NOT THIS:

vomiting

put the backslash through the BODY of the word to avoid confusion

NOT THIS:

vomiting

nausea

abdominal pain

*slashing several at a time suggests that questions were not asked individually — **slash each separately***

Shaded areas

- Shaded areas generally indicate items that are less central to the problem.
- Conversely, the unshaded areas can be viewed as a "fast track" through the template.
- Shaded areas indicate data to be recorded at doctor's discretion.

© 2000 T-System, Inc. Circle or check affirmatives, backslash (\) negatives.

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Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Abdominal Pain / Flank Pain (5)

TIME SEEN: **0045** ROOM: **11** EMS Arrival
 HISTORIAN: patient spouse paramedics
 HX / EXAM LIMITED BY:

HPI

chief complaint: abdominal pain vomiting
 flank pain (R/L) diarrhea

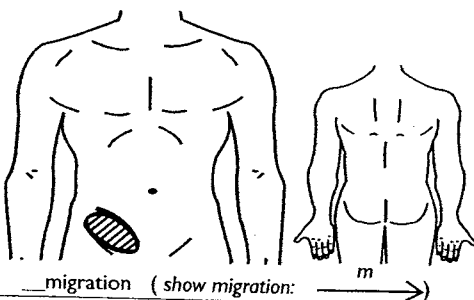
started: **12 hrs. ago, after eating pizza**

time course:

still present constant waxing / waning sudden-onset
 better intermittent episodes lasting
 gone now worse / persistent since
 lasted:

quality:"pain"

aching
 dull
 burning
 cramping
 sharp
 stabbing
 fullness

location:**associated with:**

loss of appetite
nausea

vomiting**X 2**

bloody blood-streaks coffee-grounds
 diarrhea
 blood streaks grossly bloody mucous

severity:

maximum (1-10)
 mild moderate
 severe
when seen in ED
(1-10)
 none almost gone
 mild moderate
 severe

exacerbated by:

supine / upright pos.
movements / walking
cough deep breaths
 food
 nothing

relieved by:

supine / upright pos.
 remaining still
 antacids
 food
 nothing

Similar symptoms previously

Recently seen/treated by doctor **4 days ago for bronchitis**
- cough improved now.

ROS

GI

constipation

last BM:

black / bloody stools**URINARY**

bloody / dark urine

frequent/painful urination

FEMALE REPRODUCTIVE

LNMP

vaginal discharge

abnormal bleeding

CONST.

fever

chills

NEURO & EENT

headache

sore throat **x 7 days**

blurred vision

CVS & PULMONARYcough

trouble breathing

chest pain

M/S & SKIN

skin rash

joint pain(s)

back pain

☐ all systems neg. except as marked
PAST HISTORY ☒ negative

peptic ulcer

documented? yes no

gall stones

kidney stone(s)

bladder/kidney infection

heart disease

diabetes insulin / oral / diet

abdominal aneurysm

pancreatitis

diverticulitis

ovarian cyst(s)

pelvic infection

high cholesterol

high blood pressure

+HIV / AIDS

other problems

Surgeries/Procedures:☒ none / ☐ noncontributory

cholecystectomy

appendectomy

endoscopy

tonsillectomy

c-section

bilat tubal ligation

hysterectomy

cardiac bypass

Medications ☒ none ☐ see nurses note

ASA NSAID acetaminophen

BCP's

Allergies ☐ NKDA☒ see nurses note**SOCIAL HX** smoker **x 10 years** drugs

alcohol (recent / heavy / occasional)

FAMILY HX ☐ gall stones ☐ ovarian cysts ☐ CAD ☐ ulcer

kidney stones

REVIEWED- ☒ Nursing Notes. ☒ BP, HR, RR, Temp ☐ Posturals**PHYSICAL EXAM:** ☒ Alert ☐ Anxious ☐ IVDistress- ☐ NAD ☐ mild ☒ moderate ☐ severe**HEENT**☒ ENT inspection nml☒ pharynx nml

scleral icterus / pale conjunctivae

pharyngeal erythema

abnml TM / hearing deficit

NECK☒ nml inspection

thyromegaly

lymphadenopathy (R / L)

RESPIRATORY☒ no resp. distress☒ breath sounds nml

wheezing

rales / rhonchi *coarse, bilat.***CVS**☒ regular rate, rhythm☒ heart sounds normal

irregularly irregular rhythm

tachycardia / bradycardia

JVD present

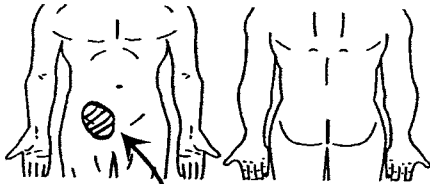
gallop (S3 / S4)

murmur grade 1/6 sys / dias

decreased pulse(s)

R carotd ☐ fem ☐ dors ped ☐L carotd ☐ fem ☐ dors ped ☐

T = tenderness
G = guarding
R = rebound
m = mild
mod = moderate
sv = severe
Example-
Tsv = sev. tenderns

**ABDOMEN**☐ soft☒ non-tender☒ no organomegaly☒ nml bowel sounds☒ no pulsatile mass

distention

tenderness

guarding

rebound

abnormal bowel sounds

increased / decreased / absent / tympanic

prominent aortic pulsations

hepatomegaly / splenomegaly / mass

PELVIC EXAM☐ external exam nml☐ speculum exam nml☐ bimanual exam nml

vaginal bleeding / discharge

cervical motion tenderness

adnexal tenderness (R / L)

enlarged / tender uterus

adnexal mass (R / L)

MALE GENITAL☐ normal inspection**RECTAL**☐ non-tender☐ heme neg stool**BACK**☒ normal inspection**SKIN**☒ color nml, no rash☒ warm, dry**EXTREMITIES**☒ non-tender☒ normal ROM☒ no pedal edema**NEURO / PSYCH**☒ oriented x3☒ mood / effect nml☒ CN's nml as tested☒ no motor / sensory deficit

tenderness / swelling

testicular / inguinal

black / bloody / heme pos. stool

tenderness

CVA tenderness (R / L)

cyanosis / diaphoresis / pallor

skin rash

pedal edema

calf tenderness

disoriented to: person / place / time

depressed effect

facial droop / EOM palsy / anisocoria

weakness / sensory loss

LABS, XRAYs, and PROGRESS**EKG MONITOR STRIP** ☐ NSR ☐ Rate
☐ NML ☐ Interp. by me ☐ Reviewed by me ☐ Rate
☐ NSR ☐ nml intervals ☐ nml axis ☐ nml QRS ☐ nml ST/T

not / changed from:

☐ Interp. by me ☒ Reviewed by me ☐ Discsd w/radiologist☒ nml / NAD☒ nml bowel gas☒ no free air☒ no mass☒ no infiltrates☒ nml heart size☒ nml mediastinum

not / changed from:

IVP-**CT-****Ultrasound** ☐ nml☐ GB stones / pericolic fluid / thick GB wall☐ dilated common duct☐ abnml pancreas / aorta / pelvic / appendix**CBC**☒ normal exceptWBC *14.7*

Hgb

Hct

Platelets

segs

bands

lymphs

monos

eos

Chemistries☒ normal except

Na

K

Cl

CO2

Gluc

BUN

Creat

Lipase

Amylase

Alk Phos

SGPT

SHCG

POS

NEG

UA☒ normal except

WBC

RBC's

bacteria

dip:

Pulse OxTime ☐ unchanged ☐ improved ☐ re-examined*0235 vomited x2, still tender in RLQ.**0340 less nausea after IV phenegan
still tender in RLQ*☒ Discussed with Dr. *Gump 0350*☒ will see patient in: office ☒ ED ☐ hospital☒ Counseled patient / family regardinglab results ☒ diagnosis ☐ need for follow-up

Rx given

Admit orders written

CRIT CARE - 30-74 min

75-104 min ☐ min

Prior records ordered

Additional history from:

family ☐ caretaker ☐ paramedics**CLINICAL IMPRESSION:**☒ Abdominal Pain - acute☒ VomitingUreterolithiasis / Renal Colic *R/L*

U.T.I. / Pyelonephritis - acute

Gastroenteritis / Gastritis acute

Peptic Ulcer Disease

Pelvic Inflammatory Disease

Ovarian Cyst ruptured torsed

☒ Appendicitis - acute

Aortic Aneurysm - ruptured

M.I. / Angina / Mesenteric Ischemia

Bowel Perforation / Obstruction

Pancreatitis - acute

Cholecystitis - w/ cholelithiasis acalculus

Biliary Colic

Diverticulitis - acute

DISPOSITION -☐ home☒ admitted☐ transferred**CONDITION -**☒ unchanged☐ improved☒ stable*Robert Smith M.D.*



Reverse side of medicine template

Physical exam (left half of page)

- Check normals down the **far left** column.
- ☒ breath sounds normal

*If we circled normals in the record it would become quite cluttered. The effect is to allow the reader to quickly grasp the **positives** of a case by following **circled** items. Anything marked with a line (i.e. check or slash) is either negative or normal.*

- Circle positive findings in the abnormal column on the right.
- The physical exam for level 5 templates includes at least 8 systems in the unshaded area. Mark each normal statement, or explain by marking in the "abnormals column."

Lab, Progress and Clinical Impression (right half of page)

- Record **recheck times** whenever possible. This is very helpful for clinical documentation and reimbursement purposes.
- You can also use recheck times to document actions taken in the ED or meds given, e.g. "1405 - improved after albuterol updraft."
- Lab and X-ray findings must be documented either as normal or with pertinent findings.
- **Clinical Impression** is in two columns. The left contains more common problems. The right has more **serious** disorders. You may indicate that you have considered these possible diagnoses by backslashing or adding a note.

Example -

~~Pulmonary Embolism~~ **no risk factors, no dyspnea**

Front side of a multiple trauma template



- In history section, use a circle for positives and backslash negatives. Notice that you can indicate "no chest, abdominal or back pain" by backslashing.

see **1** opposite

T-Tip

You don't need to mark every item on every template.

T-System templates are tools to allow the doctor to record important information quickly and easily. They don't define the information necessary for any given case and should not be viewed as clinical standards.

We advise that you record "everything important to the case" but don't record things that, in your opinion, are not significant.

Conversely, don't hesitate to "write in" information that you believe is pertinent for a given patient.

Remember: What is clinically significant before the T-System is clinically significant after the T-System.

- The shaded ROS area contains additional systems and Social History to support Level 5. Complete this when there are multiple extremity injuries, truncal trauma or life threatening injuries. If the patient is too unstable to give a complete history, indicate the reason, e.g. ROS limited by clinical condition - decreased LOC.

see **2** opposite

- Diagram injuries with abbreviations as shown. A key to these is found at the bottom of page.

see **3** opposite

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17 Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
MVA (5)

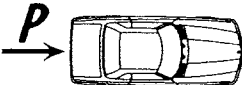
TIME SEEN: 1624 ROOM: 4 EMS Arrival
HISTORIAN: patient spouse paramedics
HX / EXAM LIMITED BY:

HPI chief complaint: MVA injury to:
occurred: just PTA **position in vehicle:**
driver passenger front back
context: 2 - car collision overturned vehicle
single-car accident (lost control / fell asleep / unknown cause)

location of pain/injuries:

head	face	mouth	1
neck	chest	abdomen	
back	upper	mid- lower	
radiating to (R / L) thigh / leg			
- right -			
- left -			
shldr	hip	shldr	hip
arm	thigh	arm	thigh
elbow	<u>knee</u>	elbow	knee
f-arm	leg	f-arm	leg
wrist	ankle	wrist	ankle
hand	foot	<u>hand</u>	foot

severity of pain:
mild
moderate
severe
associated symptoms:
lost consciousness / dazed
duration:
remembers:
impact coming to hospital
seizure

site of impact:
"P" = primary "S" = secondary

force low mod. high
direct glancing

restraints:
none lap / shoulder
doesn't recall
car seat
air bag deployed
thrown from vehicle
ambulated at scene
long extrication

ROS ☐ all systems neg except as marked
loss feeling / power arms/legs
headache
double vision / hearing loss
trouble breathing / chest pain
nausea / vomiting
loss of bladder function
skin laceration left hand
recent fever / illness
headache: similar to previous but milder

SOCIAL HISTORY recent ETOH smoker drug abuse

PAST HISTORY negative
asthma x 15 yrs, frequent migraine

Meds- none / see nurses note
Allergies- NKDA / see nurses note

☒ Nurses note reviewed ☒ Tetanus immun. UTD. ☒ Vital signs reviewed

PHYSICAL EXAM

☒ Alert ☐ Lethargic ☐ Anxious
Distress- NAD ☒ mild ☐ moderate ☐ severe
Other- c-collar PTA in ED ☐ back-board ☐ IV ☐ splint

HEAD

☐ no evidence of trauma

see diagram

Battle's sign / Raccoon Eyes

NECK

☐ non-tender
☐ painless ROM
☒ trachea midline

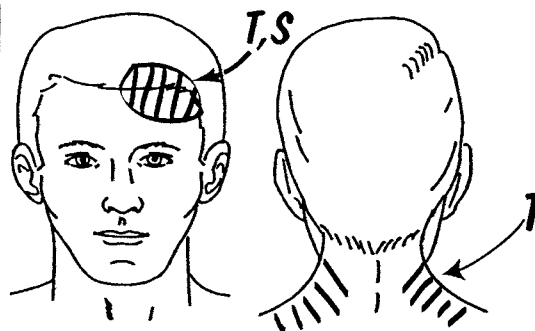
see diagram

vertebral point-tenderness

muscle spasm decreased ROM

pain on movement of neck

3

**EYES**

☒ PERRL
☒ EOMI

☐ unequal pupils R- mm L- mm

☐ EOM entrapment / palsy

☐ subconjunctival hemorrhage

ENT

☒ nml external
☒ inspection
☒ no dental injury

☐ hemotympanum

☐ TM obscured by wax

☐ clotted nasal blood

☐ dental injury / malocclusion

RESP & CVS

☒ chest non-tender
☒ breath sounds nml
☒ heart sounds nml

see diagram (on reverse)

☐ decreased breath sounds

☐ wheezing / rales

☐ splinting / paradoxical movements

ABDOMEN

☒ non-tender
☒ no organomegaly

see diagram (on reverse)

☐ tenderness / guarding / rebound

☐ mass / organomegaly

GENITAL/RECTAL

☐ nml genital exam
☐ nml vaginal exam
☐ nml rectal exam
☐ heme negative stool

☐ perineal hematoma

☐ blood at urethral meatus

☐ decreased rectal tone

NEURO/PSYCH

☒ oriented x3
☒ mood & effect
☒ CN's nml
☒ as tested
☒ sensation & motor nml

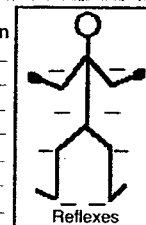
☐ confusion / disorientation

☐ EOM palsy / anisocoria

☐ facial asymmetry

☐ unsteady / ataxic gait

☐ sensory / motor deficit



SKIN

intact
 ✓ warm, dry

BACK

✓ no CVA
 ✓ tenderness
 ✓ no vertebral
 tenderness

EXTREMITIES

✓ traumatic
 ✓ pelvis stable
 ✓ hips non-tender
 ✓ no pedal edema
 ✓ nml ROM

see diagram

crepitus / diaphoresis

see diagram

vertebral point-tenderness

CVA tenderness

muscle spasm / limited ROM

see diagram

bony point-tenderness

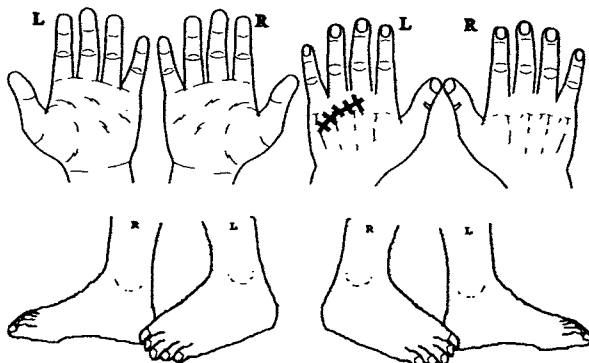
painful / unable to bear weight

pulse deficit

Joint Exam:

R knee

limited ROM / ligaments laxity / joint effusion



T →

T=Tenderness
 PtT=Point Tenderness
 S=Swelling
 E=Echymosis
 C=Contusion
 Lac=Laceration
 A=Abrasion B=Burn
 0=without m=mild
 mod=moderate
 sv=severe
 Tsv=Tenderness on
 palpation (severe)

PROGRESS:

1830 drsg applied - walking
 in hall, cheerful, alert.

☐ Interp. by me ☒ Reviewed by me ☐ Discd w/radiologist

✓ nml / NAD
 ✓ no fracture
 ✓ nml alignment
 ✓ soft tissues nml

reversal / straightening of cerv. lordosis
 DJD / spondylosis / spurring

✓ nml / NAD
 ✓ no infiltrates
 nml heart size
 nml mediastinum

rib fracture
 infiltrate / atelectasis

☐ See separate report.

Wound Description/Repair

length 4 cm location L hand 2

superficial SQ muscle linear stellate irregular
 clean contaminated moderately / heavily

distal NVT: neuro & vascular status intact no tendon injury

anesthesia: local digital block cc
 lidoc 1% 2% epi / bicarb marcaine 25% .5% LET

prep:

Shur-Clens Betadine Hibiclens debrided / undermined
 irrigated/washed w/ saline extensively
 explored foreign material removed
 minimal moderate extensive

repair: Wound closed with: wound adhesive / steri-strips

SKIN- # 6 5-0 nylon / prolene / staples

*SUBCU- # -0 vicryl / chromic

* may indicate intermediate repair ^ may indicate intermediate or complex repair

Discussed with Dr. CRIT CARE - 30-74 min
 will see patient in: office / ED / hospital 75-104 min min
 Counseled patient / family regarding: Prior records ordered
 lab results diagnosis need for follow-up Additional history from:
 Rx given Admit orders written family caretaker paramedics

CLINICAL IMPRESSION:

MVA

contusion

head wrist R / L
 face hand R / L
 chest hip R / L
 abdomen thigh R / L
 back knee R / L
 shoulder R / L leg R / L
 arm R / L ankle R / L
 elbow R / L foot R / L
 forearm R / L

sprain / strain

neck dorsal lumbar

concussion

with LOC w/o LOC

laceration

L hand

DISPOSITION-

home admitted transferred

CONDITION-

unchanged improved stable

Robert Smith, MD



Reverse side of trauma template

- Like other templates, trauma templates are two-sided documents. Exam, X-rays, progress and clinical impression are on the back.

- Document **joint exam** in extremities section.

see **1** opposite

- Circle elements of **wound repair**. It is important to document if the wound was **undermined, debrided** or **irrigated extensively** to support higher CPT codes. Always give length of laceration in centimeters (cm).

see **2** opposite

- If the wounds are more complex with alignment of multiple flaps or revision of wound margins, you may use the laceration add-on.

T-Tip

Correcting Mistakes

What do you do if you circle an item but meant to backslash it? What if you backslashed it but meant to circle it? The key is to make the documentation **unambiguous**.

If you circled but meant to backslash, then make a bold backslash through the item and write "NO" next to it.

If you backslashed but meant to circle, then circle the item and write a comment such as "mild" or "for 3 days" or "now gone."

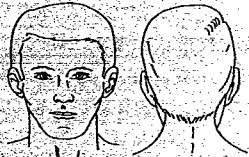
It is also advisable to initial the item. If you make the change at a time after the patient's visit, you should also date the entry.

SECTION 3 DOCUMENTATION GUIDELINES

Layout for HCFA Requirements

- The physician is legally responsible for the CPT code even when the code is assigned by someone else. Failure to support CPT codes along HCFA documentation guidelines can lead to fraud and abuse charges.
- A frequent deficiency is failure to meet requirements in the **history**. In a busy ED, we may forget to record ten systems in the ROS as required for Level 5 cases or forget to document 4 elements of the chief complaint required for Levels 4 and 5.
- To simplify the task of meeting HCFA requirements in the history, **medical templates** are designed with the following layout. This provides an easy visual guide for both physician and coder.

**DOCUMENT
YOUR HCFA
COMPLIANCE
EFFORTS**

Level 3 Record HPI	LEVEL 4 Add pertinent ROS and Past History	LEVEL 5 Add remaining ROS (to total ten systems) and Social or Family
<p>© 2000 T-System, Inc. Circle or check affirmatives, backslash (\) negatives.</p> <p>26 Your Hospital Name Here EMERGENCY PHYSICIAN RECORD Headache (S)</p> <p>TIME SEEN: _____ ROOM: _____ EMS Arrival</p> <p>HISTORIAN: patient spouse paramedics</p> <p>HX / EXAM LIMITED BY: _____</p> <p>HPI chief complaint: headache facial pain fever migraines hx started: _____ time course: abrupt / gradual onset intermittent episodes lasting still present better worse gone now quality: similar to previous headaches location:  pain tightness throbbing sharp associated symptoms: preceding symptoms nausea vomiting power loss R/L arm/leg tingling/numb sensation light bothers eyes blurred vision severity: mild moderate maximum severe relieved by OTC meds when seen in ED gone mild moderate severe Similar symptoms previously Recently seen/treated by doctor</p>		
<p>ROS CONST fever adjective / to muscle aches</p> <p>ENT sore throat sinus pressure/drainage</p> <p>PULMONARY & CVS chest pain cough sputum trouble breathing</p> <p>GI and GU abdominal pain diarrhea pain on urination</p> <p>Skin & Lymphatic & MS skin rash / swelling back pain</p> <p>For new, gradual-onset Hx: CO exposure tick bite(s) head injury</p> <p>PAST HISTORY negative chronic headaches occasional frequent "migraine" mild moderate severe high blood pressure sinus problems other problems</p> <p>Medications none see nurses note ASA NSAID acetaminophen</p> <p>Allergies NKDA see nurses note</p> <p>SOCIAL HX smoker drug alcohol (recent / heavy / occasional)</p> <p>FAMILY HX cerebral aneurysm migraine headaches stroke HTN</p>		

Level 5 Key Point
The ROS section is designed to capture **10 systems** when completed. Also record **at least one** item in the Social/Family Hx in addition to HPI.

The Take-Home Point

Mark the Level 5 items on those patients who are **admitted** or have **several studies** in the ED. This does not automatically assign a high charge to the patient. Rather, it assures that if the HCFA medical decision making merits a higher CPT level, the history requirements will be met.

HPI Requirements

T-Tip

The “Timing” Section

Most templates include an area initially to describe the timing of the symptoms in some detail. For example, chest pain can be described as intermittent, lasting 5–30 minutes, now persistent for two hours, but better upon arrival in the emergency department.

The template therefore allows more than one option to describe the history. Most physicians find that it works best to use the chief-complaint centered style, beginning with the most immediate and severe symptom.

T-Tip

Handing off a case

When turning a case over to another physician to finish evaluation and treatment, the first physician should write a brief progress note to that effect. The physician assuming care should write an acceptance note. If the second physician records information in the body of the template, he should clearly mark and initial the entry to avoid any confusion about who recorded the data.

- You must include at least 4 of the 8 defined HPI elements. The T-System uses two different methods to record this information.
- Method #1 – In many templates, the elements are explicitly labeled (i.e., time course, quality, location, etc.) The *Abdominal Pain* template (page 5) is a good example of this layout.
- Method #2 – In other templates, such as the *Female GU* template, the elements are listed with the symptom:

__pelvic pain	_____
• sudden / intermittent / constant	
• cramping / pressure / “pain”	
burning / sharp	
__vulvar/vaginal pain	_____
__low back	_____
__flank pain	_____

In this example, the symptom “pelvic pain” is followed by “modifiers” from two categories (timing and quality). We use the bullet symbol to distinguish these categories. You must backslash or circle these items to receive credit for these elements in the HPI.

Other Requirements

- ROS and PAST/FAMILY/SOCIAL HISTORY – Record at least two systems in the ROS for Level 4 and ten for Level 5. We suggest that you record Past History for Level 4 and add Family or Social History for Level 5.
- PHYSICAL EXAM – Complete all the unshaded areas of the physical exam or “explain why not” in the abnormalities column in order to cover eight systems on templates formatted for Level 5.
- DECISION-MAKING – See the coder’s appendix.

SECTION 4 DOCUMENTING COMPLEX HISTORIES

The Chief-Complaint Centered History

T-Tip

Add handwritten notes

There are two areas where it may be especially important to write in additional information:

1) The HPI. Add a note in the blank lines after "started" to describe the context of the case, for example the patient's activity during onset of symptoms.

2) ED Progress. Add notes in the blank lines after Lab, X-ray to document response to treatment, changes in clinical condition, complications, etc. Without this, the record may not adequately describe the ED visit.

- Many physicians are accustomed to recording the history of the present illness beginning with the first symptom. This "time-line" history is less useful with formatted documentation. The T-System templates begin with the **onset of the current chief complaint**. Premonitory or prodromal symptoms are then recorded in other fields which further explain the chief complaint.
- **Migraine Headache Example.** Consider a patient with a classic migraine headache. A "time-line" history would begin with the onset of the aura. Then the headache would be described. The T-System *Headache* template begins with the onset of the **headache**. The aura is described in a later section of the template, for example "associated symptoms."
- **Unstable Angina Example.** Consider a patient with unstable angina progressing over the last week, followed by severe persistent pain for the last two hours prior to arrival. The chief-complaint centered history would begin at the onset of the current chief complaint, which began two hours prior to arrival. The preceding symptoms of progressive anginal pains would be described in a later section ("previous similar symptoms").

The chief-complaint centered history is well-suited to emergency medicine. We are generally most interested in the immediate complaints that prompted the visit to the emergency department. However, preceding symptoms can also be described fully with this method.

BEDSIDE CHARTING - following the patient's story

- The importance of using the template at the bedside cannot be overemphasized. A poorly documented record often indicates that the physician has not taken the template to the bedside.
- A key technique in bedside charting is the style of recording HPI data in a "non-sequential" order. In other words, HPI information is not recorded in the sequence of the template, but rather it is plugged into the appropriate areas (HPI, ROS, Past Hx, etc.) as the patient gives the history.
- For example, the patient below first describes a recent visit to her family doctor, then aspects of the Past History, before answering any questions about the chief complaint. The ED physician documents the information at the bedside, jumping between areas of the template in a "non-sequential manner."
- So be prepared to jump to different areas of the template when documenting at the bedside!

EXAMPLE:

Doctor: When did you start feeling dizzy?

Patient: Well, I saw Dr. Jones yesterday. He stopped my Triavil and started me on aspirin. He was worried that I might be having another stroke.

Doctor: You've had a stroke?

Patient: I've had three strokes...heart trouble too. He said aspirin would help my heart.

Doctor: But didn't you tell us that you were dizzy? When did that start?

Patient: Hmm... I guess...one week ago.

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47 Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Dizziness (5)

TIME SEEN: _____ ROOM: _____ EMS Arrival _____
HISTORIAN: patient spouse paramedics

HX / EXAM LIMITED BY: _____

HPI
chief complaint: dizziness weakness near-syncope
vertigo (person / room)

started: 1 week ago **3**

time course:
sudden / gradual onset _____ constant
still present _____ better _____ intermittent episodes lasting
gone now _____ worse/persistent since _____
lasted: _____

quality:
sense of movement: spinning / falling faint / light-headed
vague / distinct _____ blacked out / almost did
standing sitting while supine
off balance _____ fell suffered injury
lost: _____
sense of confusion _____
weak all over _____

severity:
maximum _____ worsened by:
mild moderate nothing
severe _____ changing position
movement of head
standing position

when seen in ED:
gone almost gone
mild moderate
severe

Similar symptoms previously _____

Recently seen/treated by doctor Jones yesterday.
Triavil was changed to aspirin

ROS
NEURO
headache / head injury _____
double vision _____
sensory/motor loss _____
difficult walking _____
VESTIBULAR
hearing loss _____
ringing/roaring in ear _____
ear pain _____
nausea/vomiting _____
sweating _____
CVS, BLOOD LOSS
racing/irregular heart beat _____
chest pain _____
black/bloody stools _____
heavy periods / abnml bldg _____

CONST
fever _____
subjective / to _____ °F
chills _____

ENT-CHEST
sore throat _____
cough _____
trouble breathing _____

GI & GU
abdominal / pelvic pain _____
diarrhea _____
missed / irregular periods _____

SKIN & LYMPH & MS
skin rash / swelling _____
joint pain _____
☐ all systems neg. except as marked

PAST HISTORY negative
stroke X 3
inner ear problems _____
peptic ulcer _____
GI bleeding _____
diabetes insulin / oral / diet _____
other problem **2**

high blood pressure _____
elevated cholesterol _____
heart disease _____
rhythm problems _____
atrial fibr. _____
CAD _____ angina CHF MI

Surgeries:
cardiac bypass _____
pacemaker _____
cholecystectomy _____
appendectomy _____
hysterectomy _____
tonsillectomy _____

Medications none see nurses note
ASA ibuprofen acetaminophen

Allergies NKDA
see nurses note

SOCIAL HX smoker _____ drugs _____
alcohol (recent / heavy / occasional) _____

FAMILY HX stroke _____ migraines _____ CAD _____

When the History Doesn't Start with the Chief Complaint

T-System templates begin with the onset of the current chief complaint. However, some patients may describe events that precede the chief complaint. How do we use templates at the bedside when the history does not begin with the onset of the chief complaint? It's easy if you know how **common history patterns** fit into the standard T-System layout.

When the patient describes...

...a recent visit to the doctor go to Recently seen/treated by a doctor "A"

Example – "I saw my doctor last week and he prescribed erythromycin for my cough. Now I have a really bad stomach ache."

Example – "I am undergoing chemotherapy, and now I have a fever."

Example – "I was seen here in the E.D. 3 days ago but my leg pain is getting worse."

...similar prior symptoms go to Similar symptoms previously "B"

Example – "I began having chest pains 2 weeks ago. Three hours ago, I developed this severe chest pain that is still present now."

...symptoms other than the current complaints go to the ROS "C"

Example – "I am so tired of being sick. I have been coughing for weeks, and now I have this severe headache with vomiting."
(chief complaint of headache)

...premonitory symptoms go to the HPI (context or assoc. symptoms) "D" or "E"

Example – "I felt dizzy, then fainted."

Example – "I saw flashing lights, then developed a headache."

Example – "I began vomiting, then had onset of abdominal pain."

If the history contains all these aspects... it's no problem!

Example – "Doc, I've been to Dr. Smith every few weeks ("A") for the last 6 months with these headaches ("B"). I know I've got high blood pressure but I don't think that's causing these headaches. I've been coughing so much ("C") from these damn cigarettes that I wonder if I've busted something loose in there! It's funny, I always get this weird smell before the headache starts" ("D").

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26

Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Headache (5)

TIME SEEN: _____ ROOM: _____ EMS Arrival

HISTORIAN: ☐ patient ☐ spouse ☐ paramedics _____

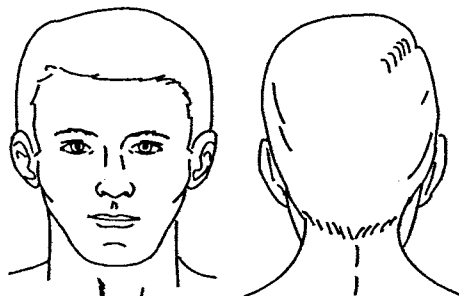
____ HX / ____ EXAM LIMITED BY: _____

HPI**chief complaint:** headache facial pain fever migraines hx**started:** _____**E****time course:**

____ abrupt / gradual onset _____ intermittent episodes lasting

____ still present _____ better

____ gone now _____ worse/persistent since

quality:similar to
previous
headaches"pain"
tightness
throbbing
sharp**location:****associated symptoms:**

____ preceding symptoms

visual disturbance scotoma

typical of prior aura(s)

____ nausea

____ vomiting

____ power loss R/L arm/leg

D

____ tingling/numb sensation

____ light bothers eyes

____ blurred vision

severity:

maximum

mild moderate severe relieved by OTC meds

when seen in ED

gone mild moderate severe

____ Similar symptoms previously

B

____ Recently seen/treated by doctor

A**ROS****CONST**

____ fever

____ subjective / to _____ °F

____ muscle aches

ENT

____ sore throat

____ sinus pressure/drainage

For new, gradual-onset HA-

____ CO exposure

____ tick bite(s)

____ head injury

C**PULMONARY & CVS**

____ chest pain

____ cough

____ sputum

____ trouble breathing

GI and GU

____ abdominal pain

____ diarrhea

____ pain on urination

Skin & Lymphatic & MS

____ skin rash / swelling

____ back pain

☐ all systems neg. except as marked**PAST HISTORY**

____ negative

____ chronic headaches

____ occasional frequent "migraine"

____ mild moderate severe

____ high blood pressure

____ sinus problems

____ cancer history

____ immunosuppressed

____ glaucoma

____ diabetes insulin / oral / diet

____ asthma

____ +HIV / AIDS

____ other problems

Medications ____ none ____ see nurses note

____ ASA ____ NSAID ____ acetaminophen

Allergies ____ NKDA

____ see nurses note

SOCIAL HX smoker _____

drugs _____

alcohol (recent / heavy / occasional) _____

FAMILY HX ____ cerebral aneurysm

____ migraine headaches

____ stroke ____ HTN

AERAS 0917

Appendix One Template Examples

APPENDIX ONE TEMPLATE EXAMPLES

What's RIGHT About this Template?



FRONT SIDE

- The history is complete.
- The HPI starts with the onset of the current chief complaint (3 hours PTA).
- The physician used the T-System documentation conventions effectively, circling positive elements and back-slashing pertinent negatives. You can follow the circles to quickly understand the history.
- Positive findings have further explanatory comments.
- The diagram shows the location and radiation of pain quite clearly.
- The "Similar symptoms previously" and "Recently seen/treated by doctor" fields explain the preceding history.

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33

Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Chest Pain (5)

TIME SEEN: 1405 ROOM: 14 EMS Arrival
 HISTORIAN: patient spouse paramedics
 HX / EXAM LIMITED BY:

HPI

chief complaint: chest pain discomfort

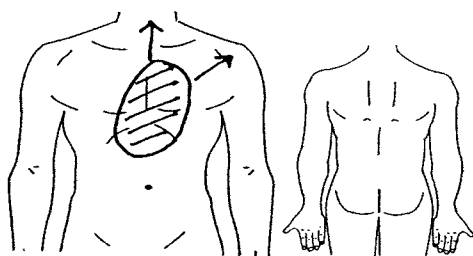
started: 3 hours ago

time course:

still present better constant "waxing & waning"
 gone now intermittent episodes lasting
 lasted worse persistent since
 resolved on arrival in E.D. X 30 min.

quality:

pressure
tightness
 indigestion
 burning
 dull
 aching
 sharp
 stabbing
 "pain"
 "numbness"
 "like prior MI"

Location of pain:

radiation: none diagrammed above

associated symptoms:

nausea vomiting X / shortness of breath
sweating at onset of pain

worsened by:

change in position
 deep breaths / turning
 exertion
nothing

relieved by:

sitting up
rest
antacids
nothing
MTG 1 2 3
patient's own supply
given by paramedics
relief: none / partial /
complete / transient
Oxygen NRB L

onset during:

sleep rest light activity
 mod. / heavy exertion
emotional upset
 cannot recall

severity:

maximum (1-10)
 mild moderate severe
when seen in ED: (1-10)
 gone almost gone mild moderate severe
 residual discomfort in arm (R/L)

Similar symptoms previously MI 8 months ago
given EPA - Vtech while
in hospital

Recently seen / treated by doctor Smith - Friday
for 96 upper gastric pain
Scheduled UGI

ROS**CHEST-CONST**

fever
 chills
cough mild X 2 wks
 sputum
 ankle swelling
 calf / leg pain

FEMALE REPRODUCTIVE

LNMP
 vaginal discharge
 abnormal bleeding

NEURO

headache since NTO
 blackouts
 EYES-ENT
 blurred vision
sore throat last wk.

GI and GU

abdominal pain
 black / bloody stools
 problems urinating

SKIN & LYMPH & MS

skin rash / swelling
 joint pain

☐ all systems neg. except as marked

PAST HISTORY negative

* high blood pressure
 * diabetes insulin / oral / diet
 * high cholesterol
 * heart disease Oct. 95
heart attack (MI)
angina heart failure
rarely
 DVT / PE / risk factors
 other problems

* = MI risk factors

emphysema
 collapsed lung
 stroke
 peptic ulcer
 documented? yes no
 gall stones

irritable bowel syndrome

Surgeries / Procedures none non-contributory

cardiac bypass
cardiac cath Nov. 95
 angioplasty
 thrombolytics
 pacemaker
 tonsillectomy
 cholecystectomy
appendectomy
 hysterectomy

Medications none ASA NSAID
 acetaminophen BCP's
see nurses note

Allergies NKDA
 see nurses note

SOCIAL HX *smoker 1 ppd *drugs
alcohol (recent / heavy / occasional)

FAMILY HX *CAD (<55yo >55yo) father

☒ Nursing Assessment Reviewed ☒ BP, HR, RR, Temp reviewed

PHYSICAL EXAM

Alert ☒ Anxious ☐ IV ☐
 Distress: ☐ NAD ☐ mild ☒ moderate ☐ severe

HEENT

☒ ENT nml inspection scleral icterus / pale conjunctivae
☒ pharynx nml pharyngeal erythema
 abnml TM / hearing deficit

NECK

☒ nml inspection thyromegaly
 lymphadenopathy (R / L)

RESPIRATORY

☒ no resp. distress see diagram
☒ chest non-tender respiratory distress
☐ nml breath sounds manifests distinct pain on movement
 of (R / L) arm of trunk
 splinting / dcrsd air mvmt
☒ rales *mild bilat bases*
 rhonchi
 wheezing

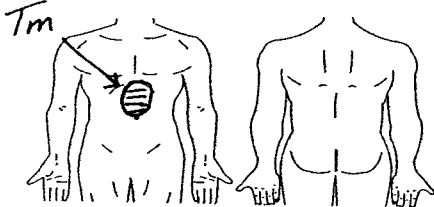
CVS

☒ regular rate, rhythm irregularly irregular rhythm
☒ no murmur extrasystoles (occasional / frequent)
☒ no gallop tachycardia / bradycardia
☒ no friction rub PMI displaced laterally
 JVD present
 murmur grade 1/6 sys / dias
 cresc / cresc-decresc / decresc
 gallop (S3 / S4)
 friction rub

decreased pulse(s)

R carotd ☐ fem ☐ dors ped
 L carotd ☐ fem ☐ dors ped

T = tenderness
 G = guarding
 R = rebound
 m = mild
 mod = moderate
 sv = severe
 (e.g., Tsv =
 severe tenderness)

**ABDOMEN**

☒ non-tender ☒ tenderness
☒ no organomegaly guarding
 rebound
 abnml bowel sounds
 hepatomegaly / splenomegaly / mass

RECTAL

☒ non-tender black / bloody / heme pos. stool
☒ heme neg stool tenderness

SKIN

☒ color nml, no rash cyanosis / diaphoresis / pallor
☒ warm, dry skin rash

EXTREMITIES

☒ non-tender ☒ pedal edema *trace*
☒ normal ROM calf tenderness
☒ no pedal edema clubbing
☒ no calf tenderness

NEURO / PSYCH

☒ oriented x3 disoriented to: person / place / time
☒ mood/affect nml depressed affect
☒ CN's nml as tested facial droop / EOM palsy / anisocoria
☒ no motor / sensory deficit weakness / sensory loss
grossly

EKG, LABS, and XRAYs

EKG MONITOR STRIP ☒ NSR ☐ Rate 62

EKG ☒ NML ☒ Interp. by me. ☐ Reviewed by me Rate 62
☒ NSR ☐ nml intervals ☐ nml axis ☐ nml QRS ☐ nml ST/T
2-mm ST elevation TL, TIL, AVF

not / changed from: _____
 Repeat EKG- ☐ unchanged / ☐

CXR ☐ Interp. by me ☒ Reviewed by me ☐ Discsd w/radiologist
☒ nml / NAD ☒ no infiltrates ☐ nml heart size ☐ nml mediastinum

not / changed from: _____

CBC ☒ normal except ☐ WBC 8.5
 Hgb 36
 Hct 36
 Platelets 165
 segs _____
 bands _____
 lymphs _____
 monos _____
 eos _____

Chemistries ☒ normal except ☐ Na _____
 K _____
 Cl _____
 CO2 _____
 Gluc _____
 BUN _____
 Creat _____
 PT _____
 PTT _____
 INR _____

UA ☒ normal except ☐ WBC _____
 RBC's _____
 bacteria _____
 dip: _____

Pulse Ox 98 % on RA / 2 L / _____ % at (time) 14:20

Time 1445 ☐ unchanged ☒ improved ☐ re-examined

less pain after morphine - remains NSR

BP- 110/75 HR- 68 discussed risks / benefits of TPA.

1500-TPA running BP 85/50. Bolus NS 500cc

1530 BP 100/72, pain free

☒ Discussed with Dr. Hart CRIT CARE- 30-74 min
 will see patient in: office / (ED) hospital 75-104 min _____ min
☒ Counseled patient / family regarding: ☒ Prior records ordered
 lab results (diagnosis) need for follow-up Additional history from:
 Rx given: ☒ Admit orders written family caretaker paramedics

CLINICAL IMPRESSION:

☒ Chest Pain - acute precordial ☒ Acute MI *inferior*
 Chest Wall Pain - acute Unstable Angina
 Dyspnea - acute Pericarditis - acute
 Costochondritis - acute Acute Aortic Dissection
 Myofascial Strain - acute Pulmonary Embolism
 Viral Syndrome - acute Acute Pulmonary Edema / CHF
 Bronchitis - acute Atrial Fibrillation - rapid vent response
 Viral Pleuritis (Pleurisy) controlled uncontrolled new-onset chronic
 Abnormal EKG Pneumonia
 Pneumothorax

Recent epigastric pain, possible peptic ulcer. No evidence of GI bleed

DISPOSITION- ☐ home ☒ admitted ☐ transferred
 CONDITION- ☐ unchanged ☒ improved ☐ stable

PHYSICIAN SIGNATURE- Marcus Welby MD



What's RIGHT About this Template?

REVERSE

- You can quickly identify the positive findings on physical exam by looking for the circled items. The physician marked the normal findings with checks and the negatives with back-slashes.
- Positive items have additional explanatory comments (i.e., "trace" pedal edema)
- The physician recorded several progress notes and marked the "decision-making" box.
- In the Clinical Impression section, the physician used back-slashes and circles. Additionally, he included further explanatory comments.
- In general, the template is very legible and complete. Because the physician adhered to the T-System documentation conventions, the reader can easily orient to the information contained in this document.

What's WRONG About this Template?



FRONT

- The physician did not record much information and left important data fields incomplete.
 - What is the quality of the pain?
 - Did it radiate elsewhere?
 - Did the patient have nausea or vomiting?
- The document contains no explanatory information about positive findings.
 - Was the shortness of breath severe?
 - There is insufficient information about the patient's prior MI.
 - The ROS reveals the patient had a headache. Is it severe? When did it begin?
- The diagram is marked with an "X." This does not show the position of pain very clearly.
- The ROS contains a large backslash through multiple items. Did the physician ask about each of these items?
- The physician used forward slashes to indicate negatives in the Past History section. These look too similar to check-marks. Use back-slashes instead, and place the backslash through the body of the word or phrase.
- The physician circled "none" in the Medications section and "NKDA" in the Allergies section. Instead, check these normal statements and reserve circles for abnormal findings. This will make the document easier to read.

© 2000 T-System, Inc. Circle or check affirmatives, backslash (\) negatives.

33

Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Chest Pain (5)

TIME SEEN: _____ ROOM: 5 EMS Arrival

HISTORIAN: ___ patient ___ spouse ___ paramedics

HX / EXAM LIMITED BY: _____

HPI**chief complaint:** chest pain / discomfort**started:** 2 hours**time course:**

___ constant ___ "waxing & waning"

still present ___ better ___ intermittent episodes lasting

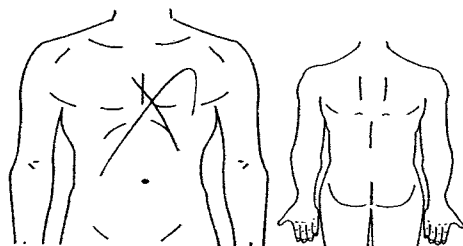
___ gone now

lasted _____ ___ worse / persistent since

___ resolved on arrival in E.D.

quality:

pressure
 tightness
 indigestion
 burning
 dull
 aching
 sharp
 stabbing
 "pain"
 "numbness"
 "like prior MI"

Location of pain:**radiation:** none diagrammed above**associated symptoms:**

nausea
vomiting

shortness of breath
sweating

worsened by:

change in position
 deep breaths / turning
 exertion
 nothing

relieved by:

sitting up
 rest
 antacids
 nothing

NTG 1 2 3

patient's own supply
 given by paramedics

relief: none / partial /
 complete / transient
 Oxygen ___ NRB ___ L

onset during:

sleep rest light activity
 mod. / heavy exertion
 emotional upset
 cannot recall

severity:

maximum: (1-10)

mild moderate severe

when seen in ED: (1-10)

gone almost gone mild moderate severe
 residual discomfort in arm (R/L)

Similar symptoms previously MI

Recently seen / treated by doctor _____

ROS**CHEST-CONST**

fever
 chills
 cough
 sputum
 ankle swelling
 calf / leg pain

FEMALE REPRODUCTIVE

LNMP
 vaginal discharge
 abnormal bleeding

NEURO

headache
 blackouts

EYES-ENT

blurred vision
 sore throat

GI and GU

abdominal pain
 black / bloody stools
 problems urinating

SKIN & LYMPH & MS

skin rash / swelling
 joint pain

☐ all systems neg. except as marked**PAST HISTORY** negative

* high blood pressure

* diabetes insulin / oral / diet

* high cholesterol

* heart disease

heart attack (MI)

angina / heart failure

* = MI risk factors

emphysema

collapsed lung

stroke

peptic ulcer

documented? yes no

gall stones

DVT / PE / risk factors

other problems

Surgeries / Procedures ___ none ___ non-contributory

cardiac bypass

cardiac cath

angioplasty

thrombolytics

pacemaker

tonsillectomy

cholecystectomy

appendectomy

hysterectomy

Medications none ASA NSAID

acetaminophen BCP's

see nurses note

Allergies NKDA

see nurses note

SOCIAL HX

*smoker

*drugs

alcohol (recent / heavy / occasional)

FAMILY HX

*CAD (<55yo / >55yo)

☐ Nursing Assessment Reviewed ☐ BP, HR, RR, Temp reviewed

PHYSICAL EXAM

Alert ☒ Anxious ☐ IV
 Distress- NAD mild moderate severe

HEENT

ENT nml inspection scleral icterus / pale conjunctivae
pharynx nml pharyngeal erythema
abnml TM / hearing deficit

NECK

nml inspection thyromegaly
lymphadenopathy (R / L)

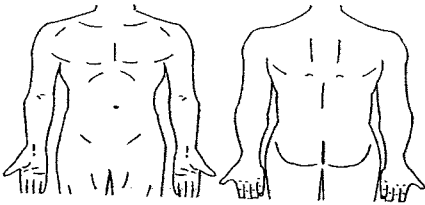
RESPIRATORY

no resp. distress see diagram
chest non-tender respiratory distress
nml breath sounds manifests distinct pain on movement
of (R / L) arm of trunk
splinting / dcscd air mvmt
rales
rhonchi
wheezing

CVS

regular rate, rhythm irregularly irregular rhythm
no murmur extrasystoles (occasional / frequent)
no gallop tachycardia / bradycardia
no friction rub PMI displaced laterally
JVD present
murmur grade /6 sys / dias
cresc / cresc-decresc / decresc
gallop (S3 / S4)
friction rub
decreased pulse(s)
R carotd fem dors ped
L carotd fem dors ped

T = tenderness
 G = guarding
 R = rebound
 m = mild
 mod = moderate
 sv = severe
 (e.g., Tsv =
 severe tenderness)

**ABDOMEN**

non-tender tenderness
no organomegaly guarding
rebound
abnml bowel sounds
hepatomegaly / splenomegaly / mass

RECTAL

non-tender black / bloody / heme pos. stool
heme neg stool tenderness

SKIN

color nml, no rash cyanosis / diaphoresis / pallor
warm, dry skin rash

EXTREMITIES

non-tender pedal edema
normal ROM calf tenderness
no pedal edema clubbing
no calf tenderness

NEURO / PSYCH

oriented x3 disoriented to: person / place / time
mood/affect nml depressed affect
CN's nml as tested facial droop / EOM palsy / anisocoria
no motor / sensory deficit weakness / sensory loss

EKG, LABS, and XRAYs

EKG MONITOR STRIP NSR Rate

EKG ☒ NML ☐ Interp. by me. ☐ Reviewed by me Rate
NSR nml intervals nml axis nml QRS nml ST/T

not / changed from:
 Repeat EKG- unchanged /

CXR ☐ Interp. by me ☐ Reviewed by me ☐ Discsd w/radiologist
nml / NAD no infiltrates nml heart size nml mediastinum

not / changed from:

CBC	Chemistries	UA
<u>normal except</u>	<u>normal except</u>	<u>normal except</u>
<u>WBC</u>	<u>Na</u>	<u>WBC</u>
<u>Hgb</u>	<u>K</u>	<u>RBC's</u>
<u>Hct</u>	<u>Cl</u>	<u>bacteria</u>
<u>Platelets</u>	<u>CO2</u>	<u>dip:</u>
<u>segs</u>	<u>Gluc</u>	
<u>bands</u>	<u>BUN</u>	
<u>lymphs</u>	<u>Creat</u>	<u>PT</u>
<u>monos</u>		<u>PTT</u>
<u>eos</u>		<u>INR</u>

Pulse Ox % on RA / L / % at (time)
 Time unchanged improved re-examined

Discussed with Dr. CRIT CARE- 30-74 min
will see patient in: office / ED / hospital 75-104 min min
Counseled patient / family regarding: Prior records ordered
lab results diagnosis need for follow-up Additional history from:
Rx given Admit orders written family caretaker paramedics

CLINICAL IMPRESSION:

<u>Chest Pain - acute <u>precordial</u></u>	<u>Acute MI</u>
<u>Chest Wall Pain - acute</u>	<u>Unstable Angina</u>
<u>Dyspnea - acute</u>	<u>Pericarditis - acute</u>
<u>Costochondritis - acute</u>	<u>Acute Aortic Dissection</u>
<u>Myofascial Strain - acute</u>	<u>Pulmonary Embolism</u>
<u>Viral Syndrome - acute</u>	<u>Acute Pulmonary Edema / CHF</u>
<u>Bronchitis - acute</u>	<u>Atrial Fibrillation - rapid vent. response</u>
<u>Viral Pleuritis (Pleurisy)</u>	<u>controlled uncontrolled new-onset chronic</u>
<u>Abnormal EKG</u>	<u>Pneumonia</u>
	<u>Pneumothorax</u>

DISPOSITION- ☐ home ☒ admitted ☐ transferred
CONDITION- ☐ unchanged ☐ improved ☒ stable

PHYSICIAN SIGNATURE- /M Slappy



What's WRONG About this Template?

REVERSE

- The physician circled "Alert". Reserve circles for abnormal findings.
- Notice that the check-marks are large and poorly positioned. Does this convey a sense that the physician carefully assessed each system? Or, does it suggest that the physician rushed through the exam?
- There are no progress notes and no information in the "HCFA medical decision-making box."
- The clinical impression is rather sketchy. It would be best to include more information. For example, is the chest pain precordial?
- Formatted records can be strong documentation tools. However the template is only as good as the documentation provided by the physician.

It's worth an extra moment to make the template look good.

AERAS 0927

Appendix Two Template Selection

AERAS 0929

APPENDIX TWO TEMPLATE SELECTION

Select the Organizing Chief Complaint

- When a patient presents with more than one complaint, ask which complaint made the patient decide to come to the E.D. at this particular time. If the patient still lists several complaints, choose the one which is most dangerous or would require the most detailed HPI. Determine whether the chief complaint is related to trauma (injury). There will occasionally be some cases in which the treating physician believes that a more extensive record will be required than a single T-Sheet. The physician should always be guided by his or her professional judgment in determining what, if any, additional documentation is appropriate for clinical purposes.

The Injury Templates

T-Tip

Burns

Consider the *Burn* template (#22) in very extensive burns or smoke inhalation. For most burns, use a regional trauma template.

- Regional vs. Multiple Trauma Templates.**
Select from among the *regional trauma* templates if the mechanism could cause injury to only one area, such as a twisted ankle. Select one of the *multiple trauma* templates if multiple injuries are present or possible, such as an MVA or significant fall.

There are a total of seven multiple trauma templates, organized by mechanism. The *Multiple Trauma* template (#18) is for "other" mechanisms.

- Head Injury vs. Facial Injury.**
Note that there are two "head injury" templates. The *Head Injury* template (#1) is for patients with significant neurological risk. The *Facial/Scalp Injury* template (#3) includes diagrams of the face, mouth, and chin. In most cases, you can use either template.
- Shoulder vs. Upper Extremity Injury.**
The *Shoulder Injury* template (#5) does not include a laceration procedure note, but does

include a procedure note for reduction of a dislocated shoulder. For a shoulder laceration, use *Upper Extremity Injury* (#6).

- **Hip vs. Lower Extremity Injury.**
The *Hip Injury* template (#10) is designed for patients with hip fracture or dislocation. For a hip contusion or laceration, the *Lower Extremity Injury* template (#11) is appropriate.
- **Combined Trauma/Medicine Templates.**
Certain templates on the trauma side can also be used for medical problems. These include *Eye Problems* (#2), *Neck Pain* (#4), and *Back Pain* (#8). It is sometimes difficult to determine initially whether a patient with one of these complaints has sustained trauma.

T-Tip

Animal and Human Bites

Consider the *Assault* template or the appropriate regional trauma template for human bites. Use the *Animal Bite* template for animal bites.

Add-On Templates (do not stand alone)

- **Laceration Repair Add-On.**
Most trauma templates have built-in laceration notes, but in some case the laceration add-on can be useful. An example is a seizure patient with a scalp laceration. The laceration add-on includes a conscious sedation note on the reverse.
- **Progress Note Add-Ons.**
The *Major Trauma* and *Major Medical* add-on templates (#23a and 23c) include multiple formatted procedure and progress notes.

Medical Templates

T-Tip

General Template

Choose the *General* template (#24) infrequently — less than 1% of the time. Usually, it's better to use a complaint-specific template even if it is not an exact fit.

- **Pediatric Illness.**
The *Pediatric Illness* template (#14) is appropriate for otitis media, bronchitis, croup, bronchiolitis, sepsis, febrile seizures, ingestions, and other illnesses in infants and toddlers.
- **Cough and Fever.**
Consider the *Cough/Fever* template (#30) not

T-Tip**Selection Tips**

For KIDNEY STONES, consider the *Abdominal/Flank Pain* template.

For ANXIETY or PANIC ATTACK presenting with palpitations, consider the *Palpitations* template.

For SVT, consider the *Palpitations* template.

For a HERNIA, consider the *Male GU*, *Female GU*, or *Abdominal Pain* template.

For URINARY RETENTION, consider the *Male GU* template.

For HEMORRHOIDS, consider the *GI Bleeding* template.

T-Tip**Diabetic Ketoacidosis**

Which template would you consider?

It depends on the chief complaint! These patients present with a variety of chief complaints, so you might find yourself considering any of the following templates: *Dyspnea*, *Altered Mental Status*, *Vomiting*, *Abdominal Pain*, *Critical Care* or even *CPR*.

Vomiting is by far the most common presentation.

only for URI's and pneumonia, but also for fever of uncertain origin in older children and adults. This template works well even if the diagnosis turns out to be pyelonephritis. This is also the template for immunosuppressed patients.

- **Female GU vs. Obstetric Problems.**

Female GU #39 works best for threatened miscarriage or possible ectopic pregnancy less than 20 weeks. *Obstetric Problems* (#40) template is used for uterine contractions after 20 weeks gestation.

- **Upper and Lower Extremity Problems.**

These templates (#35 and #43) are for non-injury complaints and provide a full H&P. For minor problems, it is often better to consider one of the injury templates (such as for a nail fold infection).

- **Skin Rash vs. Allergy.**

The *Skin Rash* template (#43) is also used for skin abscess, pilonidal abscess, and Bartholin's abscess. You can consider the *Allergy* template (#44) if the problem is clearly hives. This is the tool of choice for anaphylactic shock and for edema of the lips, tongue, or uvula.

The Neurological Templates

- **Altered Mental Status vs. Neuro Deficit.**

Altered Mental Status template (#45) works well for coma, intoxication, insulin reaction, stroke, meningitis, or other causes of obtundation. This template finds frequent use in the geriatric patient sent from the nursing home with fever and decreased alertness. In such cases, the diagnosis is often UTI or pneumonia.

The *Focal Neuro Deficit* template (#46) works well not only for CVA or Bell's Palsy, but also for the elderly patient who is falling frequently or who is having trouble standing or walking.

This is the template for various functional problems like trouble swallowing or speaking. It's also a good tool for generalized (non-focal) weakness.

- **Syncopal, Near-Syncopal, and Dizziness.**
Syncopal template (#48) works well for syncopal and for near-syncopal when there is an episode with a distinct start and end. Otherwise, consider the *Dizziness* template (#47). As mentioned above, the *Altered Mental Status* template (#45) is preferred for patients with insulin reaction.
- As you become familiar with the T-System you will find the templates that work best for you.

Critical Care and Psychiatric Templates

T-Tip

Template Crossover

T-System templates have significant crossover among similar templates. Hence, there is often more than one choice. However, if you find that the chief complaint is not what you first thought and the template is a poor fit, stop and get the template you feel will work best. It's worth it.

- **Critical Care.**
You will probably document most cases requiring critical care using one of the complaint-specific templates. However, when a patient presents in critical condition initially, the *Critical Care* template (#51) can be a good choice.
- **CPR.**
The *CPR* template (#50) is for out-of-hospital cardiac arrest. For in-hospital "code blue", use the *Code Blue* template (#53).
- **Psychiatric Problems and Overdose.**
The *Psych/OD* template (#52) is useful for patients with depression, suicidal ideation, overdose, or other attempted self-harm (including attempts to slash the wrists). The *Altered Mental Status* template (#45) is more useful for patients with psychosis or agitation.

You may use one of a variety of templates for overdose patients: *Psych/OD* (#52), *Altered Mental Status* (#45), *Critical Care* (#51), or even another template such as *Seizure* (#49).

FINAL NOTE: The preceding section is designed to assist you in template selection. However, it cannot replace your clinical judgement and experience. Each template should be chosen according to the individual presentation in your best clinical judgement.

Appendix Three Patient Vignettes

The "Recently Seen/Treated by Doctor" Section

- Many ED patients had recent treatment or hospitalization for their problem. Record this in the **Recently Seen/Treated by Doctor** section.
- For example, use this section to record these stories:
 - "...I had an IVP in your emergency room for a kidney stone two days ago. This pain medicine just isn't working...."
 - "...My doctor gave me a stress test in his office yesterday. He said if my chest pain got worse I should come to the hospital and be admitted...."
 - "...I've been getting radiation treatment for lung cancer in St. Louis for the last four weeks...."
- The example below shows how you could record a patient's account of a recent admission.

EXAMPLE:

Doctor: When did this start?

Patient: Well, I was just in the hospital last week for a collapsed lung and emphysema. I had that tube stuck in my chest for four days. But I was okay when I got out.

Doctor: So when did your breathing difficulty start?

Patient: Just last night. I had fever and some terrible chills.

Doctor: Were you coughing any phlegm up?

Patient: Yeah, a lot of green stuff.

(Physician proceeds with remainder of history/template)

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32 Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
 Dyspnea (COPD, CHF, and Other) (5)

TIME SEEN: _____ ROOM: _____ EMS Arrival _____
 HISTORIAN: patient spouse paramedics
 HX / EXAM LIMITED BY: _____

HPI
chief complaint: shortness of breath (hx of asthma / COPD / CHF)
 started: last night
 _____ continues in E.D. _____
 _____ gone now better _____
 _____ intermittent _____
 _____ worse _____

severity:	exacerbated by:
mild moderate severe	exertion laying flat coughing

associated symptoms:

PULMONARY	CVS
<u>cough</u>	chest discomfort
<u>sputum</u>	left / right / central upper / lower
non-productive	pain / discomfort / tightness sharp / burning / pressure worse with deep breaths
blood-tinged sputum	* constant / intermittent duration:
frank hemoptysis	
<u>fever</u>	subjective / to _____ °F
<u>chills</u>	
sweating	leg / calf pain (R / L)
	ankle swelling
	tingling / numb
light-hearted / dizzy	hands / feet / face
anxiety	heart racing

Similar symptoms previously _____

Recently seen/treated by doctor in hospital last week
for pneumothorax - COPD
Had chest tube X 4 days

ROS ENT sore throat sinus drainage GI nausea vomiting abdominal pain black / bloody stools diarrhea NEURO & EYES headache fainting visual disturbance GU & ENDOCRINE pain with urination excessive urination SKIN & LYMPH & MS skin rash / swelling joint pain muscle aches ☐ all systems neg. except as marked

PAST HISTORY negative *PE Risk Factors
 asthma *hypertension
 emphysema diabetes insulin / oral / diet
 heart disease high cholesterol
 *CHF CAD angina MI *CVA
 kidney failure/dialysis pneumonia
 *PE / DVT pneumothorax
 bronchitis
 *risk factors for PE / DVT acute chronic
 other problems _____

Surgeries/Procedures: none non-contributory
 prior intubation cholecystectomy
 cardiac bypass appendectomy
 cardiac cath hysterectomy
 angioplasty pacemaker

Medications none see nurses note Allergies NKDA
 ASA NSAID acetaminophen see nurses note
 *BCPs home O2 @ _____
 home nebulizer

SOCIAL HX *smoker drugs
 alcohol (recent / heavy / occasional)

FAMILY HX CAD

When the patient has multiple complaints

- Identify the most acute symptom and consider that template, e.g. patient complains of vaginal discharge and acute chest pain - use the chest pain template, recording the vaginal discharge in the **ROS section**.
- If a patient has **multiple prodromal symptoms**, record these in the ROS section. For example fever, chills and dysuria preceding severe flank pain would be in the ROS of an Abdominal / Flank Pain template.
- Sometimes the most serious complaint is less obvious, e.g. nursing note indicates only back pain and headache. In this case, we would take two templates into the room, and ask a few questions to identify the **most serious** complaint.
- If a patient has multiple unrelated complaints, you do not necessarily need to use multiple templates.

EXAMPLE:

Doctor: The nurses tell me that you've had back pain and headache. Which is bothering you the most?

Patient: Oh, I've had back pain like this for years. But the headache is what's killing me. (Doctor begins Headache template.)

Doctor: When did your headache start?

Patient: This just hit me like a thunderclap real severe two hours ago. I never get headaches.

Doctor: What part of your head hurts?

Patient: The whole thing, all over.

(Physician proceeds with remainder of history/template)

© 2000 T-System, Inc. Circle or check affirmatives, backlash (N) negatives.

26 Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Headache (5)

TIME SEEN: 1418 ROOM: 11 EMS Arrival
HISTORIAN: patient spouse paramedics

ROS CONST
fever
subjective / to "F"
muscle aches
ENT
sore throat
sinus pressure/drainage
For new, gradual-onset HA
CO exposure
tick bite(s)
head injury

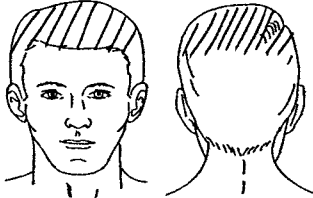
PULMONARY & CVS
chest pain
sputum
trouble breathing
GI and GU
abdominal pain
diarrhea
pain of firmation
Skin & Lymphatic & MS
skin rash / swelling
back pain
back pain
all systems neg. except as marked

HX / EXAM LIMITED BY:

HPI
chief complaint: headache facial pain fever migraines hx
started: 2 hours ago

time course:
abrupt / gradual onset
still present better
gone now
lasted
intermittent episodes lasting
worse/persistent since

quality:
similar to previous headaches
"pain" tightness throbbing sharp

location:


associated symptoms:
preceding symptoms
visual disturbance scotoma
typical of prior aura(s)
nausea
vomiting
power loss R/L arm/leg
tingling/numb sensation
light bothers eyes
blurred vision

severity:
mild moderate severe maximum
relieved by OTC meds
when seen in ED
gone mild moderate severe

Similar symptoms previously

Recently seen/treated by doctor

PAST HISTORY negative
chronic headaches
occasional frequent "migraine"
mild moderate severe
high blood pressure
sinus problems
other problems
cancer history
immunosuppressed
glaucoma
diabetes insulin / oral / diet
asthma
HIV / AIDS

Medications none see nurses note
ASA NSAID acetaminophen
Allergies NKDA
see nurses note

SOCIAL HX smoker drugs
alcohol (recent / heavy / occasional)

FAMILY HX cerebral aneurysm migraine headaches
stroke HTN

The "Similar symptoms previously" section

- We often ask patients whether they have had symptoms similar to their chief complaint before. Record this in the **Similar symptoms previously** section.
- Use this section to record milder premonitory symptoms or the stuttering, intermittent course of a chief complaint:
- In the example below the patient's major complaint, acute chest pain, has been preceded by several days of milder exertional discomfort:

EXAMPLE:

Doctor: How long have you had chest pain?

Patient: Two weeks.

Doctor: Did you have it continually during that time?

Patient: No, at first I only had it when I walked too fast and it only lasted a few minutes.

Doctor: How long have you had it today?

Patient: It started up again three hours ago, but this time it won't go away.

Doctor: Where is it located in your chest?

Patient: Right here in the center and it goes down my arm.

(Physician proceeds with remainder of history/template)

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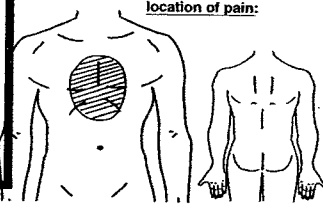
33 Your Hospital Name Here
EMERGENCY PHYSICIAN RECORD
Chest Pain (5)

TIME SEEN: _____ ROOM: _____ EMS Arrival _____
HISTORIAN: patient spouse _____ paramedics _____
_____ HX / EXAM LIMITED BY: _____

HPI
chief complaint: chest pain / discomfort
started: 3 hours ago

time course: _____ constant _____ "waxing & waning"
still present _____ intermittent episodes lasting _____
gone now / better _____ worse / persistent since _____
lost _____ resolved on arrival in E.D. _____

quality: pressure tightness indigestion burning dull aching sharp stabbing "pain" "numbness" "like prior MI"

location of pain: 

radiation: none diagrammed above

associated symptoms: _____ shortness of breath _____
nausea _____ sweating _____
vomiting _____

worsened by: change in position deep breaths / turning exertion nothing

relieved by: NTG patient's own supply given by paramedics relief: none / partial / complete / transient Oxygen NRB I

onset during: sleep rest light activity mod. / heavy exertion emotional upset cannot recall

severity: maximum: (1-10) mild moderate severe when seen in ED: (1-10) gone almost gone mild moderate severe residual discomfort in arm (L / R)

Similar symptoms previously X 2 weeks
lasted minutes, only with exertion
Recently seen/treated by doctor _____

ROS
CHEST-CONST _____
fever _____
chills _____
cough _____
sputum _____
ankle swelling _____
calf / leg pain _____

NEURO
headache _____
blackouts _____
EYES-ENT
blurred vision _____
sore throat _____
GI and GU
abdominal pain _____
black / bloody stools _____
problems urinating _____
SKIN & LYMPH & MS
skin rash / swelling _____
joint pain _____
☐ all systems neg, except as marked

FEMALE REPRODUCTIVE
LMP _____
vaginal discharge _____
abnormal bleeding _____
☐ all systems neg, except as marked

PAST HISTORY _____ negative _____
*high blood pressure _____
*diabetes insulin / oral / diet _____
*high cholesterol _____
*heart disease _____
heart attack (MI) _____
angina / heart failure _____
DVT / PE / risk factors _____
other problems _____

*= MI risk factors
emphysema _____
collapsed lung _____
stroke _____
peptic ulcer _____
documented? yes no
gall stones _____

Surgeries/Procedures: _____ none _____ non-contributory
cardiac bypass _____ tonsillectomy _____
cardiac cath _____ gall bladder surgery _____
angioplasty _____ appendectomy _____
thrombolytics _____ hysterectomy _____
pacemaker _____

Medications _____ none _____ ASA _____ NSAID _____
acetaminophen _____ BCP's _____
see nurses note _____

Allergies _____ NKDA _____
see nurses note _____

SOCIAL HX *smoker _____ *drugs _____
alcohol (recent / heavy / occasional) _____

FAMILY HX *CAD (< 55yo / > 55yo) _____

Appendix Four

Coder's Appendix (More HCFA Info.)

APPENDIX FOUR CODER'S APPENDIX

Quick CPT Coding Method

1. Determine the level of service that can be supported by the physician's HCFA medical decision-making.

Determine the level of decision-making by the character of the presenting problem, the quantity of tests and other data required, and the degree of risk in the case. HCFA's documentation guidelines require a clinical impression, but do not require the physician to record a differential diagnosis or a "decision-making section."

See essay *"Making Sense of HCFA Medical Decision-Making"*.

2. Verify that the required history and physical exam components are present.

Refer to the "HCFA Layout" on page 12. See the summary table on the next page.

3. Assign the CPT code(s) and "marry" them to the appropriate ICD9 codes.

DOCUMENTATION REQUIREMENTS

Physicians must understand HCFA's documentation standards for each level of E&M service. Submitting a bill for a given E&M level of service is tantamount to stating that you have fulfilled the specified documentation requirements.

Carriers hold the treating physician personally responsible for the accuracy of these codes regardless of who did the coding, submitted the bill, or received the payment. Penalties for fraudulent billing can be onerous, including recoupment of past payments and exclusion from the Medicare and Medicaid programs. The Kassebaum-Kennedy bill of 1996 now makes it a federal crime for anyone to make any "false representation" to any health care benefit program in connection with the payment for health care benefits. Hence, third-party billing entities can also be held responsible.

The table on the next page summarizes HCFA's 1995 documentation requirements. However, you should refer to the CPT Manual and AMA/HCFA Documentation Guidelines for further details.

Contact T-System at 1-800-667-2482 to obtain a copy of the Documentation Guidelines.

HCFA DOCUMENTATION REQUIREMENTS SUMMARY

		LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
HPI Location Severity Timing Quality Duration Context Modifying Factors Associated Symptoms		1-3 elements		4 or more elements	
ROS Constitutional Eyes ENT CVS Pulmonary GI GU Musculoskeletal Skin/breasts Neurologic Psychiatric Endocrine Hemat./Lymphatic Allergic/Immun.		1 system (including main affected system)		2 or more systems (including main affected system)	10 or more systems (including main affected system)
"PFSH" PAST HX Immunizations Current Meds Allergies Hospitalizations Surgery Illnesses Injuries Personal Doctor FAMILY HX Parents, Siblings, Children SOCIAL HX Marital Status Living Arrangement Occupational Hx Drugs, Alcohol Education, Sexual Hx		Not required		At least one statement from one of the three components (i.e., Past Hx)	At least one statement from two of the three components
PHYSICAL EXAM 10 AREAS - Head/Face, Neck, Chest (including breasts and axillae), Abdomen, Genitalia/groin/buttocks, Back/spine, and each of the four extremities. 12 SYSTEMS - Constitutional, Eyes, ENT, CVS, Respiratory, GI, GU, Musculoskeletal, Skin, Neurologic, Psychiatric, and Heme/Lymph/Immun		2 or more systems and/or areas		5 or more systems and/or areas	8 or more systems
DECISION-MAKING (Must satisfy requirements for level in 2 of 3 categories) 1) Scope of Differential Diagnosis • "Diagnosed" vs. "Undiagnosed" Problem • Extent of Work-Up Required • Consultation Required 2) Extent of Data Analysis • Lab or pathology • Radiology • Other tests (EKG, PFT) • Discussion with radiologist, etc. • Decision to obtain prior records • Review & summary of prior records and/or other data (i.e., hx from family) • Independent review of complex test results (i.e., tracing or image) 3) Level of Risk • Intrinsic to Illness • Related to Procedures • Related to Therapy		Low Complexity DATA includes at least 2 points as listed to left under "Extent of Data Analysis" or RISK IS LOW, i.e., uncomplicated illness or injury	Moderate Complexity For an E.D. patient with an "undiagnosed" problem, climb the "data ladder" or the "risk ladder:" DATA includes at least 3 points as listed to left under "Extent of Data Analysis" or RISK IS MODERATE, i.e., case requires prescription drugs, IV fluids with additives, or a procedure such as lumbar puncture. Also, chronic illness with mild exacerbation or side effects of treatment, new problem with uncertain prognosis, acute systemic illness, or acute complicated injury.	High Complexity For an E.D. patient with an "undiagnosed" problem requiring workup, climb "data ladder" or "risk ladder:" DATA includes at least 4 points as listed to left under "Extent of Data Analysis" or RISK IS HIGH, i.e., symptoms could represent a possible threat to life or function (including psych problems, TIA's, seizures, other neurological problems, or severe exacerbation of chronic illness), or treatment or procedures include parenteral controlled substances, multiple drugs with potential toxicity, major surgery, or decisions such as establishing "DNR". <div style="border: 1px solid black; padding: 5px; margin-top: 10px;">If patient presents with a "previously diagnosed" problem, both data and risk requirements must be met. However, most ED patients are unscheduled visits for undiagnosed problems.</div>	
EXAMPLES Cases which would often meet the outlined requirements. (from CPT Manual)		• sunburn • simple conjunctivitis	• severe acute ankle sprain w/ x-ray • gastroenteritis w/ lab and/or IV fluids • head injury- no LOC • febrile infant • vag. discharge, wet prep	• head injury with brief LOC • kidney stone • elderly hip fx/injury • pelvic pain • asthma with peak flow	• complicated overdose • active UGI bleeder • chest pain, r/o MI • SVT needing IV drugs • multiple or serious injury MVA • acute severe headache- r/o SAH • sepsis • CVA

Note: The history and physical exam guidelines above are brief summaries of HCFA Rules. Refer to HCFA publications for further information. In each case, a "reasonable person" test should also be applied with reference to HCFA medical decision-making complexity. -T-System, rev. 4/00

**HISTORY OF PRESENT ILLNESS
ELEMENTS**

1. Location	Area of the Body
2. Severity	For example, mild, moderate or severe
3. Timing	For example, constant or intermittent
4. Quality	Characteristics of the symptom. For example, a dull ache or a stabbing pain
5. Duration	Length of time the presenting illness has lasted
6. Context	Situation surrounding onset of symptom(s)/illness. Serves as backdrop for HPI. For example, "I broke my leg while running from the police."
7. Modifying Factors	An influence that impacts the symptom(s) /illness making it better or worse. For example, "Pain lessens when I lie down."
8. Associated Symptoms	Other symptom apart from the presenting complaint that may be related to presenting illness.

**REVIEW OF SYSTEMS
ELEMENTS**

1. Constitutional	Fever, weight loss, aches, weakness, sick feeling, etc.
2. Eyes	Eye/vision symptoms
3. ENT	Ear, Nose, or Throat symptoms (e.g., sore throat)
4. CVS	Cardiovascular system (chest pain, palpitations)
5. Pulmonary	Lungs, lower airway symptoms such as trouble breathing
6. GI	Gastrointestinal symptoms such as nausea, vomiting, diarrhea
7. GU	Genitourinary symptoms such as trouble urinating
8. Musculoskeletal	Muscle/bone symptoms such as pain
9. Skin/Breasts	Rash, etc. Includes symptoms related to nails.
10. Neurologic	Confusion, numbness, weakness, etc.
11. Psychiatric	Depression, hallucinations, anxiety, etc.
12. Endocrine	Related to internally secreting glands (e.g., diabetic symptoms such as excessive urination)
13. Hematologic/ Lymphatic	Blood and lymph glands (symptoms like lymph node swelling)
14. Allergic/ Immunological	Symptoms such as allergic swelling of mouth or lips, hives, or hayfever

TEMPLATE LIST by CATEGORY

REGIONAL TRAUMA

1. Head Injury, w/detailed neuro exam
2. Eye Problems
3. Head Injury, facial w/suture note
4. Neck/Back Pain or Injury
5. Shoulder Injury
6. Upper Extremity Injury
7. Trunk Injury
8. Low Back Pain or Injury
9. Hand/Wrist Injury
10. Hip Injury
11. Lower Extremity Injury
12. Ankle/Foot Injury
13. Plantar Puncture Wound

PEDIATRICS

14. Pediatric Illness
15. Asthma- pediatric
16. Pediatric Trauma

MULTIPLE TRAUMA

17. MVA
18. Multiple Trauma
19. Fall
20. Assault
21. Animal Bite
22. Major Burn / Smoke Inhalation

RECHECK, ADD-ON AND GENERAL

23. Suture Removal / Wound Recheck
- 23a. Trauma Progress and Procedures
- 23b. Add-On Laceration Note
- 23c. Medical Progress and Procedures
24. General

MEDICINE

26. Headache
27. Ear
28. Nose
29. Sore Throat / Toothache
30. ENT
31. Asthma- adult
32. Dyspnea
33. Chest Pain
34. Palpitations
35. Upper Extremity Problems
36. Abdominal Pain
37. Vomiting / Diarrhea
38. GI Bleed
39. Female Urogenital Problems
40. Obstetric Problems
41. Male Genitourinary Problems
42. Lower Extremity Problems
43. Skin Rash / Abscess
44. Allergic Reaction

NEURO-ICU

45. Changed Mental Status
46. Focal Neuro Deficit
47. Dizziness
48. Syncope
49. Seizure
50. Cardiopulmonary Resuscitation
51. Critical Care
52. Overdose and Psychiatric Problems

AERAS 0943

T-System Quiz

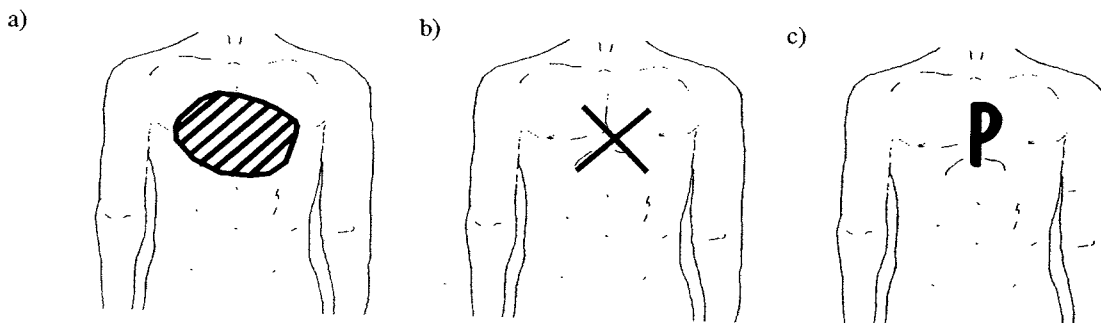
1. Which is the best way to mark "abdominal pain for 6 hours?"

- a) ✓ abdominal pain x 6 hrs.
- b) ~~abdominal pain~~ x 6 hrs.
- c) abdominal pain x 6 hrs.
- d) abdominal pain

2. Which is the correct way to mark "no fever, chills, headache, sore throat, blurred vision?"

- | | | | |
|---------------------------|---------------------------|---------------------------|---------------------------|
| a) | b) | c) | d) |
| fever | fever | fever | fever |
| chills | chills | chills | chills |
| headache | headache | headache | headache |
| sore throat | sore throat | sore throat | sore throat |
| blurred vision | blurred vision | blurred vision | blurred vision |

3. Which is the correct way to mark "central chest pain?"



4. At which location should the history portion of the template be completed?

- a) at the nursing station, after seeing the patient
- b) at the nursing station, after the end of the shift
- c) at the bedside while interviewing the patient
- d) in the medical library

5. Which statement most accurately describes bedside use of templates?

- a) Questions and documentation must follow the sequence of the template.
- b) Data may be recorded in different areas of the template in a non-sequential way as the patient gives the history.
- c) If the patient describes many symptoms, the template must be abandoned.

6. Which is the appropriate way to record normals in the physical exam?

- | | | | |
|--|--|---|---|
| a) | b) | c) | d) |
| ABDOMEN | ABDOMEN | ABDOMEN | ABDOMEN |
| <input checked="" type="checkbox"/> non-tender | <input checked="" type="checkbox"/> non-tender | <input type="checkbox"/> non-tender | <input type="checkbox"/> non-tender |
| <input checked="" type="checkbox"/> no organomegaly | <input checked="" type="checkbox"/> no organomegaly | <input type="checkbox"/> no organomegaly | <input type="checkbox"/> no organomegaly |
| <input checked="" type="checkbox"/> nml bowel sounds | <input checked="" type="checkbox"/> nml bowel sounds | <input type="checkbox"/> nml bowel sounds | <input type="checkbox"/> nml bowel sounds |

7. Why are the normals in the physical exam checked while the positive findings are circled?

- a) No reason - the practice is completely arbitrary
- b) This method allows the reader to rapidly identify positive findings among the many normals usually recorded in an exam. Circling all normals would clutter the document.
- c) This method reduces physician fatigue.

8. When the level of service is assigned by a coder rather than the ED physician, who is legally responsible for coding violations involving fraud or abuse?

- a) billing company
- b) ED staffing company
- c) coder
- d) ED physician

9. Which template(s) would be used for a patient with acute chest pain and urinary frequency?

- a) female GU and chest pain - treating each problem with separate templates.
- b) general - with a written description of each symptom
- c) chest pain - documenting the urinary frequency in the ROS section

10. Which is true of multiple patients arriving simultaneously by ambulance?

- a) Templates cannot be used initially because the clerks have not made a chart.
- b) By using templates at the bedside the doctor can complete documentation for multiple patients before the registration clerk has generated charts.
- c) The doctor cannot use templates at the bedside initially because there is no ER number.

11. Shaded areas in templates designate which of the following?

- a) optional areas which contain data less central to the chief complaint
- b) areas of special medicolegal concern
- c) information that must be recorded for every patient
- d) areas of reduced eye strain

12. A 55 YO diabetic male with a history of CAD and two prior angioplasties has onset of intermittent exertional chest pains two weeks prior to arrival, then developed severe persistent chest pains 3 hours prior to arrival. Which of the following would be true?
- The doctor should use the "Chest Pain" template
 - The HPI would begin with the pain that started 3 hours PTA
 - The history of CAD, prior angioplasties, and diabetes would be recorded in the history section as "Past History"
 - The preceding complaints of exertional chest pains for two weeks could be recorded in the HPI as "previous similar symptoms."
 - all of the above
13. A 22 YO female developed cough and fever, was seen by her doctor in the office and given an antibiotic, but now presents because of trouble breathing and persistent cough. Where would you record the fact that she had recently been seen by the doctor and started on an antibiotic?
- in the ROS section
 - at the beginning of the template
 - in the section of the HPI titled "recently seen/treated by doctor."
 - on the palm of your hand, for later reference
14. A known diabetic presents with vomiting and fruity breath. She has not taken insulin for 2 days. Which template would you use?
- "Vomiting/Diarrhea"
 - "DKA"
 - "General"
 - "Fruity Breath"

14. A
13. C
12. E
11. A
10. B
9. C
8. D
7. B
6. A
5. B
4. C
3. A
2. B
1. C

ANSWERS TO QUIZ

Alabama Emergency Room Administrative Services, P.C.

Employee Handbook

The purpose of this handbook is to provide employees with information regarding the human resources policies and procedures of Alabama Emergency Room Administrative Services, P.C.

The Company reserves the rights to alter, modify, amend or terminate these policies and benefits in any manner that it believes to be in the Company's best interest.

THIS HANDBOOK AND THE POLICIES CONTAINED HEREIN DO NOT IN ANY WAY CONSTITUTE, AND SHOULD NOT BE CONSTRUED AS, A CONTRACT OF EMPLOYMENT BETWEEN THE EMPLOYER AND EMPLOYEE, OR A PROMISE OF EMPLOYMENT.

Employment with Alabama Emergency Room Administrative Services, P.C. is based on mutual consent. At all times while you are employed with Alabama Emergency Room Administrative Services, P.C. your employment will be at will. Alabama Emergency Room Administrative Services, P.C. hopes your employment with the Company is both satisfying and rewarding, but recognizes that you have the right to resign your employment with the Company at any time and for any reason. Similarly, Alabama Emergency Room Administrative Services, P.C. has the right to end the employment relationship of any employee at any time and for any lawful reason, as the Company deems appropriate.

The language in this manual or any oral statements (past and future) are not enforceable as contracts or covenants of any sort including expressed or implied covenants of good faith and fair dealing.

Note: Throughout the handbook, Alabama Emergency Room Administrative Services, P.C., and its related companies will be referred to "the Company."

Alabama Emergency Room Administrative Services, P.C.

To All Employees:

We are very pleased that you have decided to be associated with our exciting, dynamic company. I have chosen the word "associate" purposefully. It implies a partnership – a special relationship based on mutual respect and support. Some common synonyms for the word *associate* include: teammate, friend, ally, peer and colleague.

At our company we are all part of the same team with all of us working toward the same goals and realizing the same vision: to provide our customers, stakeholders and employees with superior services. To achieve this objective, we must all look for ways to add value to what we offer our customers and what we provide to our employees.

The opportunities for all of us are boundless. I encourage all of you to be creative, energetic and positive. Share the vision...share the dream.

Once again, welcome aboard!

John D. Moorehouse, M.D., F.A.C.E.P.
President

Alabama Emergency Room Administrative Services, P.C.

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Alabama Emergency Room Administrative Services, P.C.

INTRODUCTION

This handbook is designed to provide a basis for answers to questions or problems that may arise during your employment at the Company. Please use this handbook as your main reference, and consult the President/COO if you need additional information or clarification on a particular topic. The Company reserves the right to alter, amend or delete any information in this handbook when necessary. Employees will be notified if any such changes, amendments, or deletions are made.

Alabama Emergency Room Administrative Services, P.C.

BACKGROUND

It is important to know about the company, its history, and the population it serves. AERAS, P.C. is a for-profit company that provides staffing of licensed emergency department physicians and physician extenders on a 24 hour a day, 365-day a year basis. AERAS, P.C. has been in operation since 1979.

Owner/President, AERAS, P.C. – John D. Moorehouse, MD, FACEP
Owner/Vice-President, AERAS, P.C. – Wallace G. Falero, MD
Chief Operating Officer, AERAS, P.C. – Mark Platt, RN
Chief Compliance Officer, AERAS, P.C. – Wallace G. Falero, MD, FACEP
Medical Director, Baptist East Emergency Department – Wallace G. Falero, MD, FACEP
Medical Director, Prattville Emergency Department – James Bradwell, MD
Medical Director, Baptist South Boulevard ED – Julio E. Rios, MD, FACEP

In order to ensure our Companies' continued success, it is necessary for every employee to be dedicated and to strive to consistently perform high quality work. Employees are expected to have the interest and desire to perform their jobs to the utmost of their capabilities.

Alabama Emergency Room Administrative Services, P.C.

EEO COMPLIANCE

It is The Company's objective to provide equal opportunity in employment. The Company recruits, hires, trains, promotes, and compensates individuals without regard to race, color, sex, age, national origin, religion, disability or veteran status. It is the Company's intent to comply with all Federal and state fair employment legislation. The Company's policy is to provide equal treatment of all employees with regards to wages, hours, benefits, working conditions, training and availability of advancement opportunities.

The Company will not tolerate discrimination of any kind. Upon becoming aware of such treatment, the Company will investigate and take appropriate action. It is your and every employee's responsibility to report any discriminatory practices (whether they impact you or other employees) to the President, Vice President or COO at (334) 272-1050.

No employee will be retaliated against as a result of reporting discriminatory treatment to the attention of management.

Alabama Emergency Room Administrative Services, P.C.

HARASSMENT FREE WORKPLACE

The Company is committed to providing a work environment that is free from discrimination and harassment. Any employee who commits any of the acts described below may be disciplined in any manner deemed appropriate by the Company including discharge without notice. Harassment includes verbal or physical conduct that insults or shows hostility or aversion toward an individual because of his or her race, color, religion, gender, national origin, age or disability, and that 1) has the purpose or effect of creating an intimidating, hostile, or offensive working environment, 2) has the purpose or effect of unreasonably interfering with an individual's work performance, 3) otherwise adversely affects an individual's work performance, or 4) otherwise adversely affects an individual's employment opportunities.

The following are descriptions of behaviors that are not acceptable. These descriptions are not all-inclusive, but are meant to serve as a guide.

Unwelcome Behavior:

- Unwanted or unwelcome verbal or written comments or behavior that have overtones related to an individual's race, color, religion, sex, national origin, age or disability
- Epithets, slurs, negative stereotypes or threatening, intimidating or hostile acts that relate to race, color, religion, sex, national origin, age or disability
- Verbal or written comments which a reasonable employee would regard as offensive
- Displays placed on walls, bulletin boards or elsewhere on the employer's premises or circulated in the workplace

Sexual Harassment:

The Company strictly prohibits any form of harassment in the workplace, including sexual harassment. Sexual harassment does not refer to occasional compliments or comments that are socially acceptable. The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

- Unwelcome sexual advances,
- Requests for sexual favors when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or employment opportunities,
- When submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual, or
- When such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Alabama Emergency Room Administrative Services, P.C.

Harassment Free Workplace (Continued)

Sexual harassment may include a wide variety of behaviors and occurs on various levels, including but not limited to the following:

- Unwelcome physical contact of a sexual nature such as patting, pinching or unnecessary touching
- Overt or implied threats against an individual to induce him or her to perform sexual favors or to engage in an unwelcome sexual relationship
- Verbal harassment or abuse of a sexual nature including hints of a desire for sexual relations or making jokes or remarks of a sexual nature to or in front of a person who finds them offensive
- Use of sexually suggestive terms or gestures to describe a person's body, clothing or sexual activity
- Displaying, forwarding or posting offensive, sexually suggestive pictures, jokes or materials (including e-mails) in the workplace

If you ever feel that you or another employee have been subjected to the types of harassment mentioned above, you are responsible for bringing it to the attention of the President, Vice President or COO of the Company by calling (334) 272-1050. Do not assume that the Company knows about your concerns. It is your responsibility to properly report each and every incident you believe violates this policy against harassment in the workplace.

It is extremely important that you review your attitudes and actions towards co-workers to ensure that what might be intended as a harmless joke, comment, or touching is not interpreted by another employee as a form of harassment.

Supervisory employees who become aware of conduct that is or may be in violation of this policy must report such conduct immediately to the Company's President, Vice President or COO rather than initiating any investigative steps on their own. Failure to do so may result in disciplinary action.

The Company will not tolerate or condone any form of retaliation or reprisal against any employee who has made a good faith complaint of harassment or discrimination. All such claims will be investigated, and will be treated confidentially to the extent that confidentiality is consistent with a thorough investigation of the reported incident. Any employee found to have engaged in conduct prohibited by this policy will be disciplined. The discipline imposed will be subject to the Company's discretion but may include immediate termination depending on the circumstances.

Alabama Emergency Room Administrative Services, P.C.

OPEN DOOR POLICY

The Company strongly believes that open communication is important. The Company has a simple process for you to use to express ideas, concerns or to solve problems. This process is called the "Open Door." The Open Door signifies open and honest communication among employees.

Most concerns can be resolved with a supervisor or location/department manager. This is usually your best approach because issues are generally better understood and more easily resolved at the closest level of communication.

The Company encourages you to communicate directly to your immediate supervisor or manager. If you do not feel comfortable discussing your concerns with your supervisor or manager, you may bring your concerns to the attention of any other manager, or any owner of the Company.

Expressing your concerns through the Open Door is not a guarantee that you will agree with the ultimate resolution. It does mean that your suggestions and concerns will be heard and that they will be addressed.

It is every manager's responsibility to take a concerned interest in employees, to bring issues to resolution and to involve other managers if necessary.

No employee will be retaliated against as a result of using the open door policy.

Alabama Emergency Room Administrative Services, P.C.

NO SOLICITATION

An associate is not permitted to engage during working time in any solicitation of any kind in his/her working areas or in the working areas of the employees to whom the employee is attempting to solicit. Likewise, an associate is not permitted to engage during working time in the distribution of literature in his/her working areas or in the working areas of the employees to whom the employee is attempting to solicit. Any solicitation or distribution of literature by any third party on the Company property is strictly prohibited.

For purposes of this rule, working time does not include break periods, meal times or other specified periods during the workday when employees are properly not engaged in performing their work tasks.

The word "solicitation" as used in this policy means, but is not limited to, requesting or urging anyone to give or pay or obligate himself or herself to pay money to any cause for any reason. "Solicitation" also includes, but is not limited to, requesting anyone to sign any document or authorization card indicating membership in any pool, organization, association or group, or indicating support for a pledge to any cause.

"Distribution of literature" as used in this policy means passing out any type of advertising, handbills, circulars, forms or other documents or memoranda, except for materials prepared by the Company for a business reason.

Alabama Emergency Room Administrative Services, P.C.

PRIVACY RIGHTS

There should be no expectation that any privacy exists on Company property or in connection with any Company equipment.

Computer files or disks, e-mail and voice mail and any related phone or computer systems are Company property, and should be used for business related purposes only. The Company reserves the right to monitor these systems to ensure they are being used for appropriate purposes only. There is no personal right of privacy for any material created, received or sent from these systems. There is no right to privacy pertaining to messages or content, and the Company may at any time require access to and disclosure of messages or content to authorized employees. The Company reserves the right to read and disclose the contents of messages and content for any purpose consistent with the business interests of our Company. There is no guarantee of confidentiality or security when using these systems. Electronic messages should only be sent to those individuals who have a business need to receive them. The Company reserves the right to retain e-mail and voice mail files for a set period and to systematically erase them after that time. The use or distribution of offensive, harassing or inappropriate materials on the computer, network, e-mail or voice mails systems is strictly prohibited, and will be grounds for disciplinary action up to and including termination.

Your safety and welfare is of utmost importance. In order to protect our employees, the Company may find it necessary to conduct inspections for weapons, illegal drugs, controlled substances, alcohol, drug paraphernalia or missing property owned by the Company, a visitor to the Company or another employee. Your cooperation with such inspections is required. A Company-initiated search does not necessarily imply an accusation of theft or that you have broken a rule.

The Company may inspect Company property such as desks, file cabinets, lockers, computer files, e-mail and voice mail or any other area or article on our premises. Inspections of your personal property such as purses, lunch boxes, baggage, briefcases, etc. may be conducted when circumstances or workplace conditions justify such action.

Alabama Emergency Room Administrative Services, P.C.

BREAKS

All employees are allowed two (2) fifteen minute breaks throughout the day, along with an hour for lunch. However, employees should be careful not to allow break times to interfere with their work. It is mandatory that the telephones be covered by at least two people at all times; therefore, all employees should schedule and coordinate their breaks beforehand in order to accomplish this.

Alabama Emergency Room Administrative Services, P.C.

TELEPHONE CALLS

Personal Calls:

Employees are allowed to place and receive brief personal telephone calls. Frequent personal telephone calls are not permitted. Lengthy personal calls are strongly discouraged and should occur only in an emergency.

Monitoring of Phone Calls:

The Company reserves the right to monitor phone calls on an as-needed basis for the purpose of training and/or quality control, or if reasonable suspicion exists of violation of Company rules. Employees will not be informed in advance as to when phone calls may be monitored.

Telephone Etiquette

All calls answered should be done so in a courteous and polite manner. The Company prides itself on excellent communication skills and customer service. Although the receptionist regularly monitors the telephones, each employee should be aware of times when he/she may need to answer the telephones themselves. The goal is to ensure that the telephone lines are answered in a prompt manner. Upon answering the telephone, each employee should always identify the name of the company and himself/herself (i.e. "ER Services, this is [name], may I help you?). After the caller has requested the person to whom they would like to speak with, each employee should answer with, "One Moment Please".

Returning Phone Calls

We realize there are times when employees are unable to take telephone calls. When this happens, the caller should always be given the option of being put to a person's voicemail or taking a message. If the caller prefers a message to be taken, each employee should always be sure to obtain as much of a detailed message as possible so the employee receiving the message will know what the customer is looking for and can be prepared before calling back. All messages and voicemails left for employees should be returned in a prompt manner. Our goal is to guarantee that all matters are taken care of as soon as possible and no customer or stakeholder will have to wait an extended period of time for a response.

Alabama Emergency Room Administrative Services, P.C.

Telephone Calls (Continued)

Reporting Test Results

The following procedures should be taken in order to ensure the highest quality of reporting test results to the proper physician in a timely manner:

1. Employees at the Company should **never** accept test results for any patient via the telephone (this practice will promote patient confidentiality).
2. Refer the call to the patient's Primary Care Physician (PCP).
3. If the patient does not have a PCP, refer the call to the physician that was involved in the patient's care.
4. If the physician is not on the schedule, refer the call to the facility in which the patient was treated or notify the physician of the name and number of caller.

Alabama Emergency Room Administrative Services, P.C.

INTERNET/E-MAIL USAGE

The Internet/E-mail connection in the Company office is for business purposes. Any information through the Company's computer system is subject to review and any unprofessional subject matter found will result in disciplinary action up to termination.

Alabama Emergency Room Administrative Services, P.C.

COMPUTER MAINTENANCE

The Company employs several computer programs, networks and operating systems. It is recognized that problems will exist from time to time. Employees are urged to attempt common sense solutions to any problem before notifying an outside vendor for assistance. In the event assistance is needed from an outside vendor the employee shall exercise proper notification and documentation of work performed. All computer related problems are to be routed and directed by the company's designated system administrator. Employees are to notify the system administrator and not the vendor directly. Once the administrator is involved, direct communication between the employee and the vendor may be necessary and prudent.

Current Systems Administrator: Kelli Destin

Alabama Emergency Room Administrative Services, P.C.

DRESS REQUIREMENTS

Employees' dress is expected to be neat and appropriate for a professional environment. Ties are required for males on days when business meetings are being conducted. Dress may vary slightly from day to day and from employee to employee, depending on the employee's position and duties for the day. Employees may dress casually on any day, unless they are required to visit a facility or have a meeting. On days the employee wears casual clothes, neat jeans and a casual shirt are acceptable dress for all employees. Absolutely no shorts are allowed.

Clothing that is revealing or exceptionally form fitting may not be worn. The definition of revealing clothing includes, but is not limited to, see-through blouses, shirts, skirts, pants, or dresses; low-cut blouses or shirts; half-shirts or cropped-tops; shorts; and clothing that is torn or designed so as to be revealing. If you have a question about whether a piece of clothing is appropriate, ask the President, Vice President, COO or your immediate supervisor.

Alabama Emergency Room Administrative Services, P.C.

ORGANIZATION AND CLEANLINESS OF OFFICE SPACE

The following things should contribute to a clean and organized office space:

- Files properly organized and filed.
- Desk reasonably clean and neat.
- Dust free.
- Floor reasonably clear.
- Space heaters unplugged at the end of the day.
- Candles extinguished anytime office is unattended.
- Music devices such as radios can be at reasonable volume levels and the selection of music can be one that is professionally acceptable.

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DRUG-FREE WORKPLACE

The Company recognizes that its future is dependent upon the physical and mental well being of all employees. The use and misuse of drugs and alcohol pose a threat to the Company and its clients. The possession, use or sale of illegal drugs (including drug paraphernalia) is prohibited. The misuse of any legal drugs and/or the use of alcohol, either in the workplace, while on Company time or during breaks or meals, if the employee is returning to work after the meal, is strictly prohibited. Alcohol may be served at Company functions. Under all circumstances, temperance is expected. Alternative transportation at the Company's expense will be provided if necessary.

Any employee under the influence of alcohol or drugs which may impair judgment, performance or the safety of the employee or others while on Company property, Company business, or during work hours, is subject to discipline including termination. Employees are required to promptly notify the Company if they are taking any medication that may affect their judgment, performance or behavior.

The Company conducts post-accident drug testing for employees when an on-the-job accident requiring medical attention occurs.

A Company-designated licensed laboratory will conduct all drug testing. The testing is conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen handling, transfer and storage.

The Company will pay the costs of initial and confirmation drug testing which it requires. Should you wish to dispute any results, you will pay the costs of any additional drug testing.

In order to help ensure a safe working environment, the Company may conduct reasonable suspicion drug and/or alcohol testing if an employee is having work performance problems or is displaying behavior that may be alcohol or drug related. A manager, with the approval of a company officer, may require that the employee submit to a breath test and/or urinalysis. In such circumstances, the employee will be suspended without pay until the test results come back. If the results are negative, the employee will be reimbursed for all work time lost.

As an ongoing condition of employment, employees are required to notify, in writing and within five (5) days of the violation, his/her manager of any criminal drug statute conviction they receive.

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Drug-Free Workplace (Continued)

Consequences of Positive Test Results

A positive drug test will result in termination of employment. Refusal to comply with the testing requirements of this policy will be considered as a positive result. A positive result may impact your eligibility for worker's compensation.

All positive results are reviewed by a Medical Review Officer (MRO). The MRO is also responsible for contacting employees who test positive to inquire about possible medications or other factors that may have caused the positive result. If an employee refuses to talk to the MRO, the test results will be considered "positive."

The current Medical Review Officer is Wallace G. Falero, MD, FACEP

Alabama Emergency Room Administrative Services, P.C.

CONFLICT OF INTEREST

OUR CONFLICT OF INTEREST POLICY PROHIBITS YOU FROM ENGAGING IN PERSONAL ACTIVITIES OR BUSINESS DEALINGS INCONSISTENT WITH THE COMPANY'S BEST INTERESTS WHILE EMPLOYED BY THE COMPANY. YOU HAVE THE OBLIGATION TO AVOID SITUATIONS THAT WOULD CAUSE A CONFLICT OF INTEREST OR THE APPEARANCE OF A CONFLICT OF INTEREST INCLUDING BUT NOT LIMITED TO:

- Using Company information for personal gain
- Unauthorized disclosure of confidential or proprietary information including patient information
- Acquiring interests in or independently servicing competitors or clients
- Working for a direct competitor
- Holding another job (moonlighting) if it interferes with your ability to effectively perform your duties for the Company.

All employees are required to attend a compliance training session and are asked to sign a confidentiality agreement upon hire.

Violation of this policy will result in disciplinary action, which may include termination.

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JURY DUTY

The Company is legally obligated to allow employees time off from work to serve jury duty. Employees must notify the office (or President/Vice President/COO) of their summons to serve as soon as possible and present written verification from the court. Employees are expected to return to work after they are excused or released from jury duty. The Company will pay the difference between the employee's regular hourly pay and the amount of pay received for jury duty. The employee must provide to the Company written documentation of the payment he/she received from the court. The Company will not reimburse the employee for mileage or meals related to jury duty.

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LEAVE OF ABSENCE

Employees wishing to take a leave of absence should contact the company President, Vice President or COO as soon as possible. Employees will not be paid for absences that do not receive prior approval from a supervisor. The only exception is a case in which the absence is due to an emergency or unsuspected illness and the President, Vice President, COO or immediate supervisor is notified as soon as possible.

A written excuse is not generally required for an employee's absence. If the extended absence is taken for medical reasons, a statement of medical verification could be required, along with an estimated length of absence.

Employees are also allowed maternity leave. Maternity leave is usually limited to three months. Vacation and sick leave benefits will continually be accrued each pay period while an employee is out. These benefits may be used towards their leave of absence under the conditions that: (1) the benefits accrued are available and not at a negative balance (i.e., the employee is not in the hole), and (2) it is approved by the President, Vice President or COO.

Upon the death of an immediate family member, the employee is allowed up to two days (16 hours) paid at regular hourly rate.

Alabama Emergency Room Administrative Services, P.C.

ATTENDANCE AND PUNCTUALITY EXPECTATIONS

Every job at the Company is critical to meeting our clients' needs. It is important for you to be present and ready to begin work as scheduled. This includes both at the start of your workday as well as after returning from breaks and lunch.

Time Clock

All administrative office employees are required to utilize the computerized time-keeping system to record working time. Employees are expected to clock in and out diligently upon all arrivals and departures. This includes clocking out for meals and other extended breaks, regardless of whether or not the employee actually leaves the company premises. Any changes to recorded time must be made to the timekeeper in writing. While "on the clock", all employees are expected to be conducting official company business. Personal business (i.e. balancing checkbook, paying personal bills, reading magazines, etc.) should not be done while on the clock. Also, employees should have business reasons for coming to work early, not to attend to personal matters.

The time-keeping system provides weekly reports. Reports of an employee's time worked are available upon request.

Taking Time Off

Time off must be scheduled in advance in accordance with the needs of your department and supervisor. Personal time is always subject to management approval. Taking time without approval may result in disciplinary action. If you exceed your personal accrued time or are excessively absent, you will be subject to disciplinary action subject to the requirements of the Family and Medical Leave Act (if applicable). In addition, employees who exhibit a pattern of poor attendance, for example, consistently missing a certain day of the week, may be subject to disciplinary action as well. Please ask your immediate supervisor for details on attendance and punctuality expectations.

Exceptions may be allowed in the following circumstances provided you promptly contact your supervisor to provide notification of your expected absence as described below:

- If you or an immediate family member (spouse, child or parent) is ill or injured
- If due to unusual circumstances and if business needs permits, management approves an unpaid leave of absence.
- If the absence is covered by the Family and Medical Leave Act.

Sick or Late Call-In

Because of the nature of the Company's business, it is important that you are at work daily and on time. Your co-workers depend on your attendance and punctuality, as do the Company's clients. If something unexpected arises that prevents you from coming to work or means you will be reporting to work late, you must call your supervisor or manager before your scheduled start time. Excessive tardiness will result in corrective

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Attendance Punctuality Expectations (Continued)

action up to and including termination. All employees must call in prior to the start of the shift and speak directly with the immediate supervisor. Failure to call in and properly report an absence or tardiness will result in disciplinary action up to and including termination.

No Call/No Show

Failing to call in at all will result in disciplinary action up to and including termination.

If three consecutive days of no-call/no-show occur, the Company will assume you have resigned your position. You will be sent a letter of separation from the Company.

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BENEFITS

(Administrative Employees Only)

Vacation Leave:

Generally, earned vacation time is based on length of continuous employment (unless otherwise arranged). During the first year of employment with the Company until the completion of the fifth year of employment, each employee will receive ten (10) paid vacation days. After five years of employment, each employee will receive fifteen (15) paid vacation days per year. The employee and President, Vice President or COO, must schedule vacation time in advance. Due regard will be given to permitting the fullest use of vacation time while maintaining efficient office operations.

Vacation pay is used in one-hour blocks, eight hours per day not to exceed 40 hours per week. When a paid holiday occurs during the week of an employee's vacation, the employee will receive one extra day of vacation. Employees may accumulate vacation leave up to forty (40) days. However, no compensation for vacation time will be allowed, except upon resignation. Employees terminated from the Company are not eligible for compensation for remaining vacation time. Vacation time and sick/personal days may not be taken immediately following one another to create an extended leave of absence, without prior approval or in the case of an extended illness or leave under the Family and Medical Leave Act. Employees are eligible for vacation leave after six months of employment.

Sick Leave:

Administrative employees will be paid for time away from work due to illness of the employee or his/her immediate family. Illness includes time off for visits to a healthcare provider, whether scheduled or unscheduled. Sick leave is granted at a rate of 7 days per year. The total amount of sick leave that may be carried over is 520 hours. In addition, each administrative employee will receive 3 personal days each year. However, personal days must be used prior to using sick leave. Any unused personal days at year-end will be lost and will not rollover to the next year.

Holidays:

The administrative offices of the Company will be closed in observation of the following holidays:

- New Year's Eve
- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day – 2 days
- Christmas – 2 days

Note: Medical staff employees otherwise scheduled to work on these days should report to the location as scheduled.

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PROBATIONARY PERIOD

The first 90 days of an individual's employment with the Company is considered a trial period or probationary period. This time gives the employee an opportunity to become familiar with the company and the job requirements. This time period also gives the President or immediate supervisor an opportunity to evaluate the new employee as to his/her ability to perform the job. If, following the 90 trial period, it is determined that the employee does not meet the job requirements or cannot adequately perform the job, the employee will be terminated. If it is determined that the employee meets the job requirements and adequately performs the job, the employee will gain regular employee status and will become eligible for various benefits.

During this 90-day trial period, employees become eligible to receive health benefits one month after their employment date. However, employees are not eligible for dental benefits until after 90 days. In addition, employees will not be eligible for vacation, personal, sick or compensatory time until after their 90-day probationary period.

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EMPLOYEE PERFORMANCE EVALUATION

All employees will be evaluated on their work performance at least annually. This evaluation will be made by the President and immediate supervisor, and will be discussed with the employee. The evaluation also serves as an opportunity for the employee to address any questions he/she may have regarding his/her job or duties. Employees will be evaluated in three major categories: primary abilities – including attitude, learning ability, and attendance; general job skills – including knowledge, problem solving, quantity and quality of work, and communication; and management traits – including accomplishments, decision making, leadership, loyalty and trust.

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CHANGE OF ADDRESS/EMERGENCY CONTACT INFORMATION

Employees are expected to notify the Company of any changes in address/telephone number, emergency contact information or insurance dependents/beneficiaries. New information should be submitted to the payroll department within three working days of the effective date of the change.

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VERIFICATION OF EMPLOYMENT

For the employee's and the Company's protection, it is the Company's policy not to provide work references for current or former employees. The Company will verify employment dates and titles over the phone and confirm rates of pay if the request is made in writing. All requests for employment and wage verification from banks, legal and financial institutions, landlords, etc. must be made in writing and must be signed by you. Please allow sufficient time for the Company to respond to such requests. The Company will do everything it can to respond in a timely manner. If you are contacted directly for any such references or verification, please refer the request to the Accounting Department, Office Manager, President, Vice President or COO.

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EMPLOYMENT OF RELATIVES

The Company may prohibit the employment of an individual where he or she would be under the direct supervision of a relative. In addition, the Company may prohibit the employment of a relative where:

- One relative would audit, verify or be entrusted with monies received or handled by another relative; or
- One relative has access to payroll information and processing

The Company reserves the right to determine when such a conflict exists.

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CORRECTIVE COUNSELING

The Company is justifiably proud of its employees and the manner in which they conduct themselves. The Company and each of its employees are expected to conduct all work-related matters in accordance with the law and the highest ethical standards. For the protection of our property, business interests and the health and safety of all employees, we have established certain standards of conduct, performance and production. These standards will also ensure superior service to our clients.

Corrective action may result from not following or meeting these standards. If the breach is considered serious, immediate discharge will occur. The Company will evaluate the severity and appropriateness of the corrective action based on the circumstances of the situation and will handle each situation accordingly.

The Company, at its sole discretion, will determine when and if a progressive discipline should be used. Nothing in this policy should be considered to be a promise or agreement that the Company will use progressive discipline. The Company always retains the right to terminate any employee's employment without warning, cause, or notice.

The President will approve all terminations. If these individuals cannot be reached, the employee will be suspended until the termination can be reviewed and approved. If management decides not to terminate, the employee is issued a final written warning.

Warnings for Violation of Major Company Rules

Violation of a major company rule will generally result in immediate termination. These rules, although not all-inclusive, are listed below.

Major Company Rules (do not consider this list all-inclusive)

- Violation of security and critical safety rules
- Abusing, destroying or intentionally damaging Company or client equipment or property
- Possession of firearms, weapons or explosives on Company premises or while conducting Company business
- Falsification of Company records, including but not limited to falsification of hours worked
- Theft or any dishonest act impacting either the Company, client, other employees, or organizations serving the Company
- Disclosure of proprietary or confidential information
- Misusing or removing Company records or confidential or proprietary information without proper authorization
- Withholding information from the Company concerning the theft of Company property or assets
- Abusive or threatening physical or verbal acts against co-workers or clients

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Corrective Counseling (Continued)

- Insubordination
- Sexual, racial or other prohibited forms of harassment of employees, clients or other business associates
- Possession, use, dispensing or sale of illegal drugs including drug paraphernalia while on Company time or on Company property
- Possession or consumption of alcoholic beverages on Company property
- Reporting to work while under the influence of alcohol or a controlled substance
- Failure to report anyone violating a major Company rule

Other Performance Issues

The purpose of this process is to present a planned method of improving performance or correcting policy violations. The following serves as a GUIDE as to how corrective action should be administered.

The various corrective action/counseling steps will give consideration to the following, and each case will be reviewed individually:

- The circumstance and/or explanations given by the employee
- The past work, service record and position/level of the employee
- The policy violated
- The extent and severity of the violation
- The frequency of the infraction
- The consistency with action taken with other employees for similar violations under similar circumstances

Oral Conversation: the immediate supervisor informs the employee of the misconduct or substandard performance. If the problem is corrected and not repeated within a six-month period following the conversation, no further action will be taken. The supervisor will make a record of such conversations.

First Written Action: your immediate supervisor will document performance issues that reoccur on a Corrective Action form and identify the steps necessary to correct the problem. You, your supervisor and his/her manager will all sign the form. You are welcome to make written comments on the form or attach another sheet if necessary. The original of this form will be filed in your personnel file. You and the supervisor will both keep a copy.

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Corrective Counseling (Continued)

Second Written Action: if you do not correct a performance issue addressed by a first written action, your supervisor will complete another Corrective Action form. You, your supervisor, and his/her manager will all sign the form. You are welcome to make written comments on the form or attach another sheet if necessary. The original of this form is filed in your personnel file. You and the supervisor will both keep a copy.

If at this point the performance issue reoccurs within a twelve-month period, the supervisor has a number of options, depending on the circumstances. Some options are, but are not limited to, the following:

- Suspension without pay
- Termination
- Decision making leave: This is one day off with pay. The purpose is to give employees the opportunity to think about whether they wish to continue to work for the Company. Supervisors will only select this option if they feel there is good potential for the employee to continue with the Company. The supervisor will complete a final written corrective action indicating that the employee is being granted a decision making leave. The employee will return to work with a written letter to the Company explaining why he/she would like to continue employment with the Company and indicate the changes in behavior that the supervisor might expect. This letter will be given to the supervisor when the employee returns to work. In addition, a final written warning will usually accompany such a leave.

Suspension

Suspensions may be used when an employee is suspected of a serious violation requiring further investigation by management. Examples of such investigations that may result in suspensions might include: theft, falsification of company records, fighting with a co-worker, harassment of a co-worker, and using abusive language with a customer, etc. Non-exempt (hourly) employees are suspended without pay. Salaried (exempt) employees may not be suspended without pay unless the suspension will last at least one week (five days). If the Company finds the employee committed no wrongdoing, the employee will be reinstated with back pay. If the Company finds that the employee committed wrongdoing of a nature that does not require termination, the employee will be reinstated without back pay.

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EMPLOYEE COMPENSATION

It is a violation of Company policy to discuss your employee compensation with anyone other than the President, Vice President, COO or Accounting Department.

Overtime:

Overtime is any time that a non-exempt employee works in excess of 40 hours in a week unless otherwise required by state law. Overtime is paid at a rate of one and one half times the normal hourly rate for all hours in excess of 40. Paid time off (including company recognized holidays, vacation, sick and personal days) is not counted toward time worked and therefore is not considered in the computation of overtime. Your immediate supervisor must approve overtime before being worked. **Physician extenders and nurse practitioners, although paid on an hourly basis, are considered exempt employees and are not eligible for overtime pay.**

Keeping a Record of Hours Worked:

Administrative hourly employees are expected to keep an accurate record of their hours worked. Administrative office employees do so through use of the time and attendance system (see "Attendance and Punctuality Expectations"). Medical staff employees are expected to submit signed time sheets detailing time worked by the fifth day following the end of the pay period. You must never record the hours of another employee or misrepresent the hours you have worked.

Pay Period and Pay Days:

Salaried employees are paid semi-monthly on the fifteenth and the end of the month for the periods ending on those dates. If the fifteenth or the end of the month is a Saturday, a Sunday or a holiday, employees will be paid on the preceding business day. Hourly employees are paid biweekly on Friday [effective September 29, 2000] for the period ending the previous Sunday. Any employee with a question about the pay period, pay rate, or a particular paycheck should contact the accounting office. Any errors will be investigated and corrected promptly.

Physician Extenders:

Timesheets for physician extenders are due the 5th of the month (for the period ending on the end of the month) and the 20th of the month (for the period ending on the 15th). All physician extenders are required to fax their timesheets to the Company, mail them to the Company or bring them to the office personally to be received on the due date. The Company may elect to withhold an extender's compensation until the timesheet is complete and submitted to the Company. Any delay caused by the failure of the extender to submit the timesheet may result in a delay in payment of compensation. The physician extenders are asked to use the new timesheets that will be provided to them in order to report hours worked. Any questions regarding this new policy towards our physician extenders should be directed to the accounting office.

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COMPENSATORY TIME POLICY

Compensatory time is provided to reward employees for time committed to the performance of their duties in excess of a normal (i.e., forty-hour) workweek.

The details of the compensatory time policy are as follows:

- Comp time begins to accrue at the 40th hour of a normal workweek (Monday through Sunday). However, if an employee works under 40 hours in a workweek the difference between their time worked and 40 hours will be deducted from their comp time accrual. For example, if an employee works only 38 hours in a workweek, then 2 hours will be deducted from their comp time accrual. This will begin effective January 1, 2007.
- Comp time must be used prior to using sick/personal leave. Leave will be deducted in the following order: (1) comp time, (2) personal leave, (3) sick leave.
- Comp time must either be used as leave or paid out by the end of the calendar year. Comp time accrued but not taken at year-end will be paid at straight-time rates. In addition, comp time may not be "cashed in" prior to year-end except upon approval by the chief operating officer or resignation.
- Comp time is intended to be a reward for the extra hours required to complete a project or task before an imminent deadline. It is not intended to be accrued for simply working through lunch on a regular basis in order to accumulate additional time off.
- This policy replaces any compensatory time policies previously in effect and includes no provisions to include any previous comp time accrued.
- Hourly employees are not eligible to accrue comp time. Overtime for these employees is paid at one and one-half the employees' regular hourly rate, as required by law.
- Employees may only accrue up to a total of 100 compensatory hours. Any comp time after the maximum amount will be null and void. Furthermore, regardless of the amount of compensatory hours accumulated only the maximum of 100 hours will be paid out for the entire year.

Alabama Emergency Room Administrative Services, P.C.

PROMOTIONS

Whenever possible, the Company will consider all qualified current employees when filling vacant positions within the company. Promotions are based on training and education, individual ability, dependability, work quality, past performance and length of service.

Alabama Emergency Room Administrative Services, P.C.

REIMBURSED EXPENSES

The following expenses for business seminars, conventions, client meetings, and other business activities approved by the President, Vice President or COO will be reimbursed:

- Registration fee
- Reasonable hotel expenses
- Reasonable meal expenses
- Cab fares
- Tips
- Use of personal vehicle

A supervisor or the President should preapprove all out-of-pocket expenses paid by an employee. Reimbursement requests should be submitted on a company-provided expense report and approved by the COO. In addition, all out-of-town travel expenses (mileage, lodging, alternate transportation, etc.) should be approved in advance by the President without exception. Requests for reimbursement should be submitted as outlined above.

Use of personal vehicle is reimbursed at a per mile rate. The rate of reimbursement will be determined by the President and may change from year to year. This rate of reimbursement includes gasoline and other maintenance on the employee's vehicle. These types of expenses are not reimbursable in addition to the per mile rate. Other expenses particular to a specific event may be reimbursed. Consult the Company accounting and records office for information on reimbursed expenses not mentioned here.

Requests for reimbursement should be made at least monthly. Expenses submitted more than 3 months after the date of occurrence are no longer eligible for reimbursement. Reimbursements will be made on designated days on a periodic basis.

Alabama Emergency Room Administrative Services, P.C.

EMPLOYMENT PROCEDURES

Temporary Employment:

Employees hired on a temporary basis will receive no benefits and will be paid only for those hours they work.

Part-Time Employment:

A part-time employee is defined as an employee who works less than 30 hours per week. Group health insurance and vacation time are not provided to part-time employees; however, part-time employees do earn scheduled paid holidays and workers' compensation.

Termination of Employment – Involuntary:

Employment termination or discretionary dismissal will be initiated as a result of continuing minor infractions or as a result of unacceptable behavior or performance. The Company will terminate any employee for any actions or conduct which, in the Company's sole discretion, warrants dismissal. In circumstances that do not require immediate termination, employees will be warned both verbally and in writing that their actions or conduct is unacceptable and may result in termination. Suspension may also be utilized as a warning.

Dismissal may occur at once without verbal or written warning in the event of job neglect, breach of confidentiality agreement, theft or vandalism.

Upon being dismissed from the company, an employee automatically forfeits any accrued vacation time in accordance with the policies outlined in this handbook. (See "Benefits.") An insured person and his/her dependents are eligible for continued coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) as required by law.

Resignation:

Employees resigning from employment with the Company should inform their supervisor and the President as soon as possible, and provide written notice at least ten working days before their last day of employment. A resigning employee's group health insurance will terminate on the last day of employment. An insured person and his/her dependents are eligible for continued coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) as required by law. Upon resignation, an employee will be compensated for any accrued vacation and compensatory time in accordance with the policies outlined in this handbook. (See "Benefits.")

Alabama Emergency Room Administrative Services, P.C.

SAFETY AND HOUSEKEEPING

Safety is everyone's business. The Company needs your help to ensure that work places are safe and clean and that risks are minimized. In order to accomplish this goal, the Company has established the following safety requirements and housekeeping rules. Your immediate supervisor may provide you with additional safety rules. Be aware that these rules are not meant to be all-inclusive. Violation of safety and housekeeping rules and requirements may result in corrective action up to and including termination. The rules are as follows:

- Learn and know your job thoroughly.
- Know the location of and be able to use first aid, fire protection and safety equipment, and hazardous material.
- Do not clean or make repairs or adjustments to equipment without proper authorization. Shut down an unplug equipment when making repairs, adjustments, or for cleaning.
- Store supplies and equipment safely and neatly.
- Report unsafe conditions and defective equipment immediately to your supervisor or designated management.
- Keep all tools and equipment in proper working condition.
- Use the proper tool for each job.
- Do not use equipment unless you have been properly trained to do so.
- Do not lift items that are too heavy for you.
- Do not operate equipment unless required shields or safety guards are in place.
- Wear or use all required protective equipment.

Alabama Emergency Room Administrative Services, P.C.

WORK INJURIES

The Company takes its responsibility as an employer very seriously and goes to great lengths and expense to provide a safe working environment and worker's compensation insurance for employees. The Company will deal promptly with legitimate claims and injuries and investigate any fraudulent claim.

- Report all injuries, no matter how slight to your immediate supervisor and/or President. They will walk you through the claims process.
- Company-authorized providers must perform all medical treatment (unless otherwise required by state law).
- A listing of company-authorized providers is posted at each work site.
- All injuries requiring medical treatment are subject to the Company's drug-free workplace policy. Failure to go to approved doctors or to submit to drug testing may jeopardize your worker's compensation benefits.
- Claims may be denied if an on-the-job injury/illness occurs and you fail to report the injury/illness within 30 days of the initial manifestation.
- On-the-job injury/illness caused by your failure to use personal protective equipment or to follow safety rules may result in a reduction in your worker's compensation benefits.
- Report all work related injuries to the Company's COO within three (3) days.
- Complete the Initial Report/Incident Report (this may be obtained from the Company's COO).
- Needle sticks should be handled in the following manner:
 - a) Whichever facility the injury occurs, be sure to follow that facility's Protocols
 - b) Complete the Initial Report/Incident Report.
- In case of emergency, call 911.

Alabama Emergency Room Administrative Services, P.C.

GROUP HEALTH INSURANCE

Eligible employees and their families may receive group health insurance coverage. Eligibility is based on full-time employment status and approval by the insurance company. There may be a 30-to-90-day waiting period (from the time the employee is hired) before the coverage becomes effective. The company pays for the employee portion of the coverage. Dependent coverage is paid by the employee through payroll deduction. Group health insurance is provided through Blue Cross Blue Shield of Alabama. Guardian provides dental insurance.

Alabama Emergency Room Administrative Services, P.C.

**DRUG AND ALCOHOL POLICY CONCERNING
UNEMPLOYMENT COMPENSATION BENEFITS**

Pursuant to Section 25-4-78(3) of the Code of Alabama, any employee who tests positive, refuses to submit to or cooperate with blood or urine tests as set forth in the Company's drug and alcohol testing policy or an employee who knowingly alters or adulterates a blood or urine specimen taken in connection with the administration of said drug and alcohol testing policy shall forfeit his or her rights to recover Unemployment Compensation Benefits.

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made, entered into and effective as of this the **1st** day of **April, 2000**, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **David G. Alexander, DO** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. Recitals Approved. The above Recitals are true and correct and are incorporated herein by this reference.

b. Duties of the Independent Contractor. Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. Cost of Administration and of Services. All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. Term.

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, with a 90 day probationary period and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon sixty (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than ninety-six (96) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required

prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement.

Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenant.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities

imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief.

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. Notices. Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

**David G. Alexander, MD
116 Allen Douglas Drive
Richmond, KY 40475**

Company:

**Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 200**

With a copy to:

**Montgomery, AL 36106
Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104**

t. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.


ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

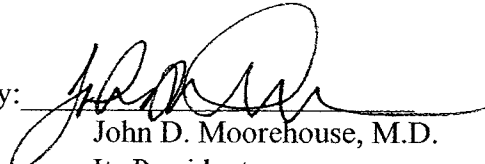
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ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

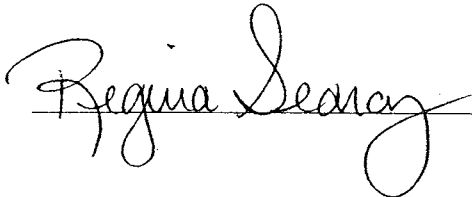

Secretary

(Corporate Seal)

By:


John D. Moorehouse, M.D.
Its President
"Company"

Witness:



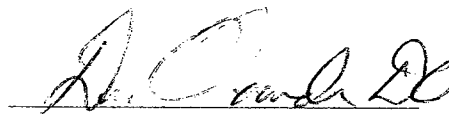

"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

(a) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, **75%** (with yearly increments of 2% until reaching 81%) of the **59%** of gross professional charges paid by **Baptist Medical Center** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(b) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, **75%** (with yearly increments of 2% until reaching 81%) of the **55%** of gross professional charges paid by **Jackson Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

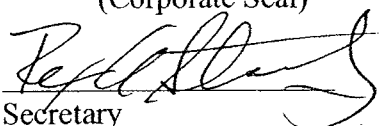
(c) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Medical Center East** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of **\$93** per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(d) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Prattville Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of **\$93** per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

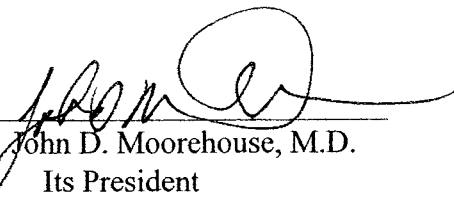
ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

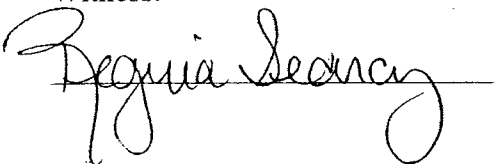
(Corporate Seal)

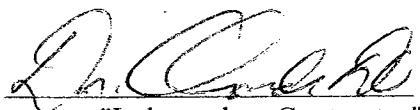

Secretary

By:


John D. Moorehouse, M.D.
Its President

Witness:


Regenia Seancy


"Independent Contractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 1st day of November, 1998, even though executed on a later subsequent day by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **Jesse W. Austin, Jr., MD** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. Recitals Approved. The above Recitals are true and correct and are incorporated herein by this reference.

b. Duties of the Independent Contractor. Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and

regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar

controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations

under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal

relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. Confidential, Trade Secret Information. The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. Agency. Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. Restrictive Covenant.

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities

imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief.

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. Notices. Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

**Jesse W. Austin, Jr., MD
5550 Woodside Circle
Montgomery, AL 36117**

Company:

**Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 200
Montgomery, AL 36106**

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

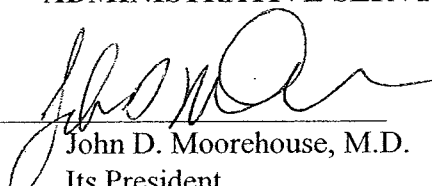
ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**


Secretary

(Corporate Seal)

By:


John D. Moorehouse, M.D.
Its President
"Company"

Witness:

2-8-99
Date



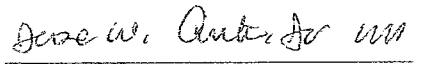

"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

(a) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due 81% of the 59% of gross professional charges paid by **Baptist Medical Center** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

(b) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 81% of the 55% of gross professional charges paid by **Jackson Hospital** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

(c) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Hospital Downtown** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$80 per hour. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

(d) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Prattville Hospital** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$80 per hour. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

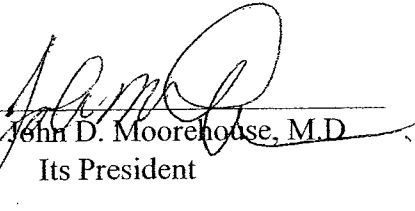
ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

(Corporate Seal)


Secretary

By:

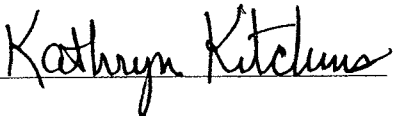

John D. Moorehouse, M.D.

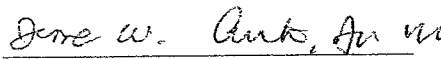
Its President

Witness:

2-8-99

Date




"Independent Contractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 1st day of **June, 2001**, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **Victoria L. Beckman, MD** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and

regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, for professional services provided hereunder by the **Independent Contractor at Baptist Prattville Hospital and Baptist Medical Center East**. The **Independent Contractor** will be guaranteed a minimum of \$93 per hour.

f. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

g. **Term.**

Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written with a ninety day probationary period, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

- (i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;
- (ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;
- (iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;
- (iv) The conviction of the Independent Contractor for a crime punishable as a felony;
- (v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;
- (vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor

of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

iii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

h. Malpractice Insurance. The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent

Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

i. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

j. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under

contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

k. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

l. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

m. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right

of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

n. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

o. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

p. **Restrictive Covenant.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined,

directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

q. Injunctive Relief.

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the

Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

r. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor: Victoria L. Beckman, MD
863 Portland Avenue
Montgomery, AL 36111

Company: Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 200
Montgomery, AL 36106

With a copy to: Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

s. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

t. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

u. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

v. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

w. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

x. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any

such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

y. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

z. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

aa. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

bb. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

cc. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

dd. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ee. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

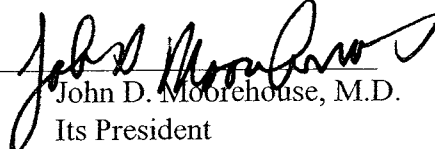
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

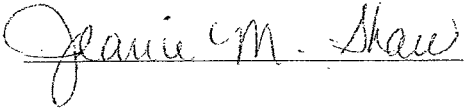

Secretary

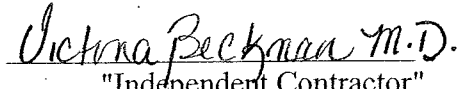
(Corporate Seal)

By: 
John D. Moorehouse, M.D.
Its President
"Company"

Witness:

03-20-01
Date


Janie M. Shaw


Victoria Beckman M.D.
"Independent Contractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made, entered into and effective as of this the **1st** day of **July, 2001**, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **James M. Bradwell, MD** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. Recitals Approved. The above Recitals are true and correct and are incorporated herein by this reference.

b. Duties of the Independent Contractor. Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The

Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar

controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations

under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal

relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

I. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. Confidential, Trade Secret Information. The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. Agency. Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. Restrictive Covenant.

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The

covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief.

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. Notices. Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

**James M. Bradwell, MD
1332 Moss Rose Lane
Hoover, AL 35244**

Company:

**Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 104
Montgomery, AL 36106**

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

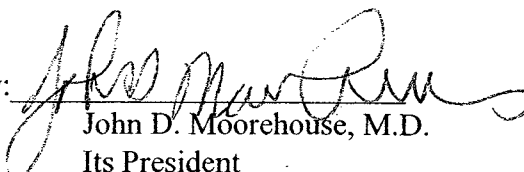
ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.


Secretary

By: 
John D. Moorehouse, M.D.
Its President
"Company"

(Corporate Seal)

Witness:

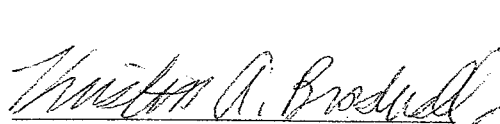
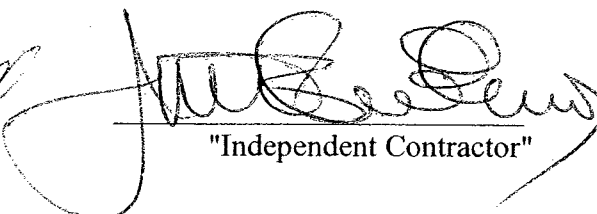


"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

(a) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 59% of gross professional charges paid by **Baptist Medical Center** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

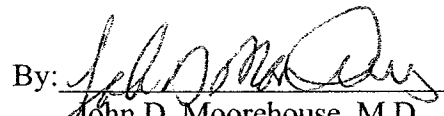
(b) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 46% of gross professional charges paid by **Jackson Hospital** on "city days" and 75% of the 50% of gross professional charges paid by **Jackson Hospital** on "non-city days" to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

(c) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, for professional services provided hereunder by the **Independent Contractor** at **Baptist Prattville Hospital** and **Baptist Medical Center East**. The **Independent Contractor** will be guaranteed a minimum of \$93 per hour.

ATTEST:

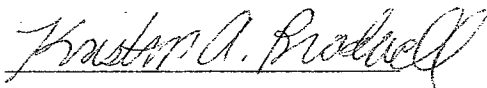
**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

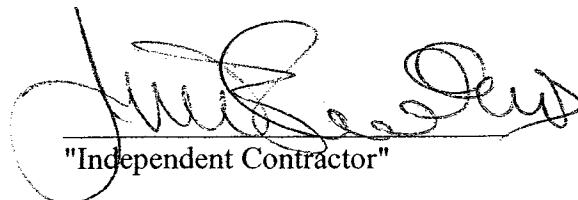

Secretary

By: 
John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:




"Independent Contractor"

MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, entered into and effective as of this the 1st Day of June, 1995, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("AERAS")** and **Wallace G. Falero, M.D. ("Independent Contractor")**.

RECITALS:

WHEREAS, AERAS is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the **Independent Contractor** is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, AERAS is obligated under Agreements with various hospitals ("hospitals") to coordinate physician services in the emergency departments of such hospitals;

WHEREAS, the Agreements between AERAS and such hospitals permit AERAS to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of AERAS thereunder to the hospitals; and

WHEREAS, AERAS desires to engage the **Independent Contractor** to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the **Independent Contractor** desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals Approved.

The above Recitals are true and correct and are incorporated herein by this reference.

2. Duties of the Independent Contractor.

AERAS hereby engages the **Independent Contractor**, and the **Independent Contractor** hereby agrees to perform, hospital emergency room medical and surgical services for and on behalf of AERAS subject to the following:

(a) The **Independent Contractor** shall render medical and surgical services to all members of the general public presenting at such hospitals, and at all other places designated by AERAS and approved by such hospitals;

(b) All services required of, and rendered by, the **Independent Contractor** shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such hospitals. The **Independent Contractor** hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the

term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the **Independent Contractor**. The **Independent Contractor** further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the **Independent Contractor's** professional practice, whether pursuant to this Agreement or otherwise;

(c) The **Independent Contractor** shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by AERAS or such hospitals; and

(d) The **Independent Contractor** shall perform all things reasonably desirable to maintain and improve the **Independent Contractor's** professional skills. This shall be done solely at the expense of the **Independent Contractor**, and also done when, where and how the **Independent Contractor** determines it best to do so.

3. Administrative Services.

AERAS shall provide the **Independent Contractor** all of the day-to-day clerical, billing and administrative assistance required by the **Independent Contractor** in connection with the **Independent Contractor's** provision of services under this Agreement, including, without being limited to, the following:

(a) Maintenance of business records, to include the filing and indexing of all correspondence and communications;

(b) Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(c) All typing and other clerical duties;

(d) Scheduling appointments;

(e) Answering telephones;

(f) Facilities and equipment maintenance and cleaning services; and

(g) Financial management, bookkeeping and related services.

4. Facilities and Equipment.

Through the hospitals, AERAS shall provide to the **Independent Contractor** the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the **Independent Contractor's** rendition of services to patients at the hospitals, as determined by mutual agreement of the Parties.

5. Billing Services.

(a) AERAS will provide to the **Independent Contractor** a central fee billing and disbursement system to provide for the orderly and timely billing and collection of the fees billed by the **Independent Contractor** for professional services rendered at the hospitals. AERAS shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the **Independent Contractor** at least as often as annually. AERAS agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the **Independent Contractor** for professional services.

(b) (This section applies only if Independent Contractor works for a fee-for-service hospital where AERAS bills and collects for Independent Contractor services.) **Independent Contractor** hereby assigns to Corporation, its affiliates or assigns, the authority to bill any and all third party payors on his behalf (including the right to sign claims forms on **Independent Contractor's** behalf) and to receive and retain the proceeds therefrom. **Independent Contractor** hereby grants a limited power of attorney to AERAS to carry out the intent of this section. **Independent Contractor** grants to AERAS the right to edit and correct CPT coding based on **Independent Contractor's** documentation in order to comply with CPT coding guidelines.

6. Compensation.

Refer to Addendum I for compensation at the individual hospitals.

7. Cost of Administration and of Services.

All expenses incurred by AERAS in connection with AERAS' administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of AERAS. Likewise, the **Independent Contractor** shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the **Independent Contractor** shall save, fully indemnify (including attorney's fees and expenses) and hold AERAS harmless therefrom. The **Independent Contractor** shall not incur, on behalf of AERAS, any debts, liabilities or obligations, in any way whatsoever, or in any form whatsoever, and the **Independent Contractor** shall also save, fully indemnify and hold AERAS harmless therefrom.

8. Term.

a. Except as otherwise provided herein, this Agreement shall be effective for a period of two years, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately

terminated by AERAS at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the **Independent Contractor** as the final action of any professional or scientific organization;

(ii) The resignation of the **Independent Contractor** from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the **Independent Contractor** of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the **Independent Contractor** for a crime punishable as a felony;

(v) The participation of the **Independent Contractor** in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant to this Agreement;

(vi) The use by the **Independent Contractor**, in the sole determination of AERAS, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of AERAS, use by the **Independent Contractor** of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the **Independent Contractor** to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the hospitals, or of any other facility where the **Independent Contractor** has been performing services;

(ix) The institution, against the **Independent Contractor**, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the **Independent Contractor**, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than 120 hours per month by the **Independent Contractor**. AERAS shall otherwise rely upon the **Independent Contractor** to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the **Independent Contractor**; and

(xiii) The failure of the **Independent Contractor** to obtain or continuously provide the basic medical malpractice insurance coverage as required by Paragraph 9 of this Agreement.

b. Notwithstanding any such termination of this Agreement, the **Independent Contractor** shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the **Independent Contractor** which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

9. **Malpractice Insurance.**

The **Independent Contractor** shall obtain and continually maintain professional liability insurance, from carriers acceptable to AERAS, in the amount of at least One Million Dollars (\$1,000,000.) single limit, each incident and Three Million Dollars (\$3,000,000.) annual aggregate insuring itself for liability in performance of **Independent Contractor's** duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the **Independent Contractor**. At request of AERAS or the hospital, **Independent Contractor** shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of **Independent Contractor's** obligations under this agreement, **Independent Contractor** agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to AERAS). After the first two years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by AERAS of any sums owed to **Independent Contractor** upon termination of this agreement. Should **Independent Contractor** fail to obtain such coverage effective upon the termination of this agreement, AERAS may elect (but has no obligation) to obtain such coverage on **Independent Contractor's** behalf and apply any amounts owed **Independent Contractor** under this agreement against the premium for such policy. In such event, **Independent Contractor's** shall remain liable to AERAS for the difference between the amount of **Independent Contractor's** fees which have been applied by AERAS against the premium and the actual cost of the insurance premium.

10. **Indemnification.**

Anything contained in this entire Agreement to the contrary notwithstanding, the **Independent Contractor** agrees to indemnify and save AERAS, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the **Independent Contractor** while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the **Independent Contractor's** duties hereunder. This indemnification of AERAS, its officers, directors, shareholders, employees, agents and representatives, by the **Independent Contractor**, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the **Independent Contractor** occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

11. **Independent Contractor Relationship.**

Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. AERAS shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the **Independent Contractor** shall perform the services required under this Agreement. The **Independent Contractor** shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from AERAS. Neither AERAS, nor the **Independent Contractor**, shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the **Independent Contractor** shall not be deemed to be an employee of AERAS, but shall only be deemed a non-exclusive independent contractor of AERAS, and that this Agreement calls for the performance of services by the **Independent Contractor** as an independent contractor, and that at no time shall the **Independent Contractor** be considered as an employee, partner, joint venturer or business associate of AERAS for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the **Independent Contractor** and AERAS. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. AERAS is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the **Independent Contractor** arising here from will lie solely with the **Independent Contractor**. It is further understood that the **Independent Contractor** and AERAS are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Furthermore, neither the **Independent Contractor**, nor any individual whose compensation for services is paid by the **Independent Contractor**, is, in any way, directly or indirectly, expressly, or by implication, employed by AERAS, nor shall any such individual, including the **Independent Contractor**, be deemed to be employed by AERAS for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Social Security Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the **Independent Contractor** accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the **Independent Contractor** but also with respect to any and all such individuals whose compensation for services is paid by the **Independent Contractor**, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding AERAS harmless therefrom.

12. Independent Contractor's Warranties.

The **Independent Contractor** hereby represents and warrants that the **Independent Contractor** has met all requirements prescribed by the Alabama Medical Association and, at the **Independent Contractor's** sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

13. Maintain Certifications.

The **Independent Contractor** agrees that the **Independent Contractor** shall maintain and provide AERAS, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card or obtain one within one (1) year of Agreement;
- (d) Advance Trauma Life Support Provider Level Card or obtain one within (1) year of Agreement; and
- (e) Medical Control Director's Course
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

14. Outside Professional Activities.

It is specifically acknowledged that at times when the **Independent Contractor** is not required to be on duty at the hospitals, the **Independent Contractor** may render medical and surgical services to others at locations other than the hospitals, and the **Independent Contractor** shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the **Independent Contractor's** duties under this Agreement. If AERAS determines that the rendering of such services by the **Independent Contractor** hinders or interferes with the **Independent Contractor's** duties hereunder, AERAS shall direct the **Independent Contractor**, and the **Independent Contractor** hereby agrees during the term of this Agreement, to cease rendering such services. However, it is understood that, except as is otherwise specifically provided herein, the **Independent Contractor** shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The **Independent Contractor** otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold AERAS harmless in all matters, of whatsoever kind and nature, arising with respect to the other businesses and/or professional practices the **Independent Contractor** may conduct, and the **Independent Contractor** shall also be solely responsible for any and all expenses incurred by the **Independent Contractor** in any of his such other businesses and/or professional practices, responsibilities or activities.

15. Confidential, Trade Secret Information.

The **Independent Contractor** acknowledges that he will acquire or have access to billing and other related administrative information of **AERAS**, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the **Independent Contractor** shall keep and maintain such information confidential and secret.

16. Agency.

AERAS, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the **Independent Contractor**, or to create any obligations on the part of the **Independent Contractor**. Likewise, the **Independent Contractor** shall have no authority to enter into any Contracts or other Agreements on behalf of **AERAS**, or to create any obligations on the part of **AERAS**. None of the Parties hereto shall have any authority to enter into any contract, obligation or liability binding upon the other Party, nor to create any liability or obligation on the part of any other Party. No Party hereto shall have any authority to make any agreements, debts, liabilities or obligations for any other Party nor to bind any other Party in any way whatsoever. Nothing in this Agreement shall authorize or empower any Party hereto to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner, or make any representation, warranty or commitment on behalf of any other Party, and any such Party hereto who violates the provisions hereof shall save, fully indemnify (including attorney's fees and expenses) and hold harmless the other Party on account thereof.

17. Restrictive Covenant.

(a) **AERAS** must necessarily undertake hereto to impart to the **Independent Contractor** confidential information and knowledge about billing and other related administrative information of **AERAS**. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the **Independent Contractor** will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of **AERAS** during the term of this Agreement. Additionally, **AERAS** has made a substantial investment in time and money in developing and maintaining contracts and business relationships with hospitals and physicians. In consideration of this Agreement, and the disclosure and referral by **AERAS** to the **Independent Contractor** of such knowledge and information described above, the **Independent Contractor** makes the covenants hereinafter set forth. The **Independent Contractor** understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of **AERAS** and that without the limited restriction on the **Independent Contractor's** activities imposed by these covenants, **AERAS** would suffer irreparable and immeasurable damage. The covenants herein given on the part of the **Independent Contractor** shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by **AERAS** of said covenants. Therefore, the **Independent Contractor** hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the **Independent Contractor** will not, within the territory hereinafter defined, directly or indirectly, for

himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of AERAS, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with AERAS, or interfere with or disrupt, in any way, AERAS' relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any hospitals of AERAS, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with AERAS, or interfere with or disrupt, in any way, AERAS' relationship, contractual or otherwise, with any such hospitals;

(iii) Deprecate, disparage or cast aspersions upon AERAS or any of AERAS' respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

(b) The territory referred to in this section shall be designated as the State of Alabama.

(c) Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of AERAS and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

18. Injunctive Relief.

(a) Irreparable harm shall be presumed if the **Independent Contractor** breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to AERAS entering into this Agreement with the **Independent Contractor**. AERAS depends upon the **Independent Contractor's** absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the **Independent Contractor** breaches any covenants of this Agreement.

(b) In light of same, the **Independent Contractor** hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery County, Alabama may immediately enjoin any breach of this Agreement, upon the request of AERAS, and the **Independent Contractor** also hereby specifically releases AERAS from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by AERAS, and the **Independent Contractor** further specifically waives all such defenses in any such action.

(c) In the event of a breach or threatened breach by the **Independent Contractor** of any of the covenants of this Agreement, AERAS shall hereby be deemed so entitled to an injunction restraining the **Independent Contractor**, or any person or entity acting in concert with the **Independent Contractor**, from violating any of the provisions hereof.

(d) Nothing herein contained shall be construed as prohibiting AERAS from simultaneously pursuing, in the same Court, any other remedies available to AERAS for such breach or threatened breach, including the recovery of compensatory and punitive damages from the **Independent Contractor**, or anyone acting in concert with the **Independent Contractor**, in regard to any breach of any of the provisions hereof.

19. **Notices.**

All notices, requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor: Wallace G. Falero, M.D.
2231 Old Pike Road
Pike Road, AL 36064

AERAS: AERAS, P.C.
John D. Moorehouse, M.D.
Its President
4160 Carmichael Road, Suite 200
Montgomery, Alabama 36106

20. **Waiver of Breach.**

No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or

remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

21. **Completion and Execution of Additional Documents** - Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the hospitals being served by the **Independent Contractor** as may be required in order for Independent Contractor and AERAS to carry out their respective obligations under this agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

22. **Captions.**

The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

23. **Reconciliation Clause.**

To the extent required by law, AERAS and the **Independent Contractor** hereby agree that for a period of four years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

24. **Patient Medical and Surgical Records.**

Medical and surgical records of and for patients treated by the **Independent Contractor** shall be maintained and shall be the property of the individual facility at which the **Independent Contractor** is providing services; provided, however, the **Independent Contractor**, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the **Independent Contractor** shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

25. **Assignment; Binding Agreement.**

This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. AERAS depends upon the personal services of the **Independent Contractor**, and the **Independent Contractor** shall not assign this Agreement without the prior, express, written consent of AERAS, nor shall the **Independent Contractor** delegate any of the **Independent Contractor's** obligations hereunder to any other person or corporation without the prior, express, written consent of AERAS. Any such attempted assignment or delegation by the **Independent Contractor**, without the prior, express, written consent of AERAS, shall be deemed null, void and of no effect.

26. **Entire Agreement.**

This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

27. **Severability of Provisions.**

The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

28. **Prior Agreements.**

This Agreement supersedes any prior Agreement of the Parties.

29. **Governing Law.**

This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

30. **Construction.**

Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

31. Time is of the Essence.

Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

32. Counterparts.

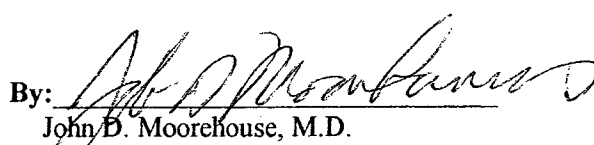
This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

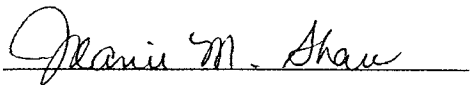
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.



Secretary

By: 
John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:


Marie M. Shaw


"Independent Contractor"

**MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

Addendum I

6. Compensation.

(a) During the term of this Agreement, AERAS shall pay to the Independent Contractor monthly, no later than the fifteenth day after each calendar month for which such payment is due, 81% of the 59% of gross professional charges paid by Baptist Medical Center to AERAS for professional services provided hereunder by the Independent Contractor. The Independent Contractor will be guaranteed a minimum of \$80 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.


(b) During the term of this Agreement, AERAS shall pay to the Independent Contractor monthly, no later than the fifteenth day after each calendar month for which such payment is due, 81% of the 55% of gross professional charges paid by Jackson Hospital to AERAS for professional services provided hereunder by the Independent Contractor. The Independent Contractor will be guaranteed a minimum of \$80 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(c) During the term of this Agreement, AERAS shall pay to the Independent Contractor monthly, no later than the fifteenth day after the calendar month for which such payment is due \$75 per hour at Autauga Medical Center. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

ATTEST:

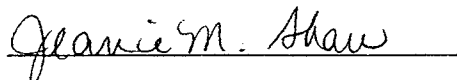
**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**



Secretary

By: 
John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:


Jeanie M. Shaw


"Independent Contractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made, entered into and effective as of this the **1st** day of **July, 2002**, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **Carlos Gutierrez, MD** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company there under to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The

Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services. Company shall indemnify Independent Contractor for liability for billing errors made in Independent Contractor's name.

f. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless there from. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless there from.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar

controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this agreement, the Independent Contractor does not waive any rights of due process.

iii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the

policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever.

Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenant.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities

imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief.

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. Notices. Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

Carlos Gutierrez, MD
1126 Webster Street
Apt. A
New Orleans, LA 70118

Company:

**Alabama Emergency Room
Administrative Services, P.C.**
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

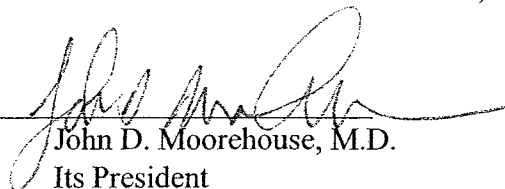
ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

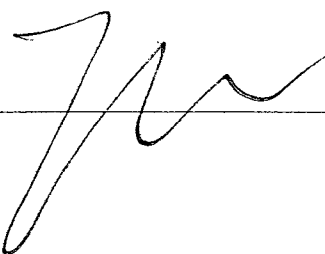
**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**


Secretary

By: 
John D. Moorehouse, M.D.
Its President
"Company"

(Corporate Seal)

Witness:




_____ M.D.
"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

(a) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 59% of gross professional charges paid by **Baptist Medical Center** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

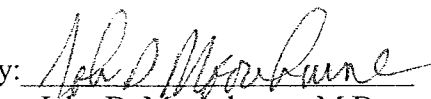
(b) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, for professional services provided hereunder by the **Independent Contractor at Baptist Prattville Hospital and Baptist Medical Center East**. The **Independent Contractor** will be guaranteed a minimum of \$93 per hour.

(c) During the term of this Agreement, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 55% of gross professional charges paid by **North East Alabama Regional Medical Center** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

ATTEST:

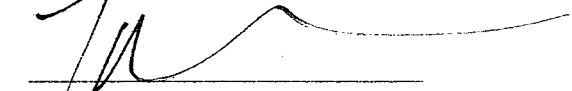
**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

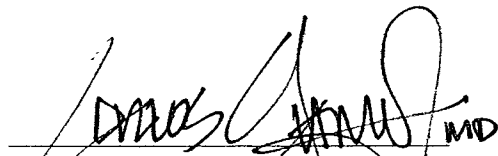

Secretary

By: 
John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:




"Independent Contractor" MD.

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 16 day of July, 2003, between ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("Company") and Julian Maha, MD ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments and medical facilities of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.
- b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, medical and surgical services for and on behalf of Company subject to the following:
 - i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;
 - ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;
 - iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and
 - iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

- i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;
- ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;
 - (a) All typing and other clerical duties;
 - (b) Scheduling appointments;
 - (c) Answering telephones;
 - (d) Facilities and equipment maintenance and cleaning services; and
 - (e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the parties hereto.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.**

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also fully indemnify, save and hold harmless, forever, the Company therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either party upon ninety (90) days prior written notice, and furthermore, this Agreement may be

immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

- (i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;
- (ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;
- (iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;
- (iv) The conviction of the Independent Contractor for a crime punishable as a felony;
- (v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;
- (vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;
- (vii) The failure of the Independent Contractor to provide or perform services as required hereunder;
- (viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;
- (ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;
- (x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;
- (xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;
- (xii) The death of the Independent Contractor; and
- (xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph i, titled "Malpractice Insurance," of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the Providers, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. **Indemnification.** Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify, defend and hold harmless, forever, Company and its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the parties, and shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. **Independent Contractor Relationship.** Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other party to this Agreement or due and owing by either party's employees. The parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent

Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor also agrees to fully indemnify (including attorney's fees and expenses), save and hold harmless forever Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, indefinitely, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenants.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor shall not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, entity, firm or business, do as follows:

(i) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, employ or attempt to take away any employees, staff, contractors, agents, vendors, customers, representatives or medical directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or medical directors to alter, amend, modify or terminate their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, contractors, agents, vendors, customers, representatives or medical directors;

(ii) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such Providers to alter, amend, modify or terminate its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, staff, agents, representatives, contractors, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. **Injunctive Relief.**

i. Irreparable harm shall be presumed if the Independent Contractor breaches any provision or covenant of this Agreement. The faithful performance of all provisions and covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions and covenants hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any provision or covenant of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such provision or covenant of this Agreement, Company shall hereby be deemed entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions or covenants hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in any court, any and all other remedies available to Company for any breach or threatened breach of this Agreement, including, without limitation, the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach of this Agreement.

s. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective party as follows:

Independent Contractor:

Julian Maha, MD
1607 Woodmere Loop
Montgomery, AL 36117

Company:

Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road, Ste 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either party hereunder shall be valid unless such waiver shall be in writing and signed by the party against whom enforcement of any waiver is sought. No waiver by a party of a breach of any provision of this Agreement by the other party shall be construed as a waiver of any subsequent breach by such party. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph q, titled "Restrictive Covenants," hereof.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience of reference only, and shall not affect in any way the interpretation or meaning of this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such

attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

bb. Governing Law. This Agreement shall be governed, by and interpreted in accordance with the laws of the State of Alabama.

cc. Construction. Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

dd. Time is of the Essence. Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ee. Counterparts. This Agreement may be executed in several counterparts, each of which shall be construed as an original.

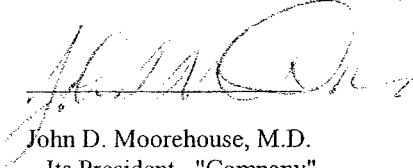
ff. Sponsor. Company hereby agrees that during the term of this Agreement, it shall serve as the Sponsor of the Independent Contractor for immigration and naturalization purposes. Such sponsorship shall not exist for any other purpose and the parties expressly agree that nothing contained in this paragraph shall be construed or deemed to create any employment relationship between the parties. Further, the Independent Contractor agrees to indemnify, defend and hold harmless, forever, Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising from or in any way related to the Company's sponsorship of Independent Contractor for immigration and naturalization purposes pursuant to this paragraph.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: 
Secretary


John D. Moorehouse, M.D.
Its President "Company"

(Corporate Seal)

Witness:

5/28/03

Date

Jeanie M. Shaw

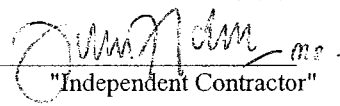
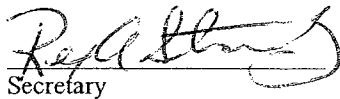

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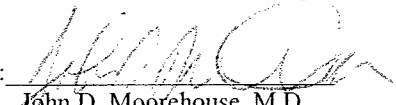
EXHIBIT 1
CONTRACT AMOUNT/AERAS

During the term of this Agreement, AERAS shall pay to the **Independent Contractor**, beginning in September for services provided in July for which such payment is due, for professional services provided hereunder by the **Independent Contractor at Baptist Medical Center East and Baptist Prattville Hospital**. Payment for services will be delayed a graduated additional five days each month for one year or until payment for medical services are paid out 60 days in arrears. The **Independent Contractor** will be guaranteed a minimum base of **\$85** per hour with an incentive compensation based proportionally on the amount of charges generated to the amount of charges collected. The incentive portion of the **Independent Contractor's** compensation is calculated on the work performance 1 ½ month in arrears.

ATTEST:

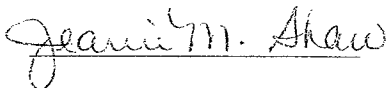
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

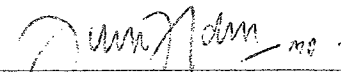

Secretary

By: 
John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:


Jeanie M. Shaw


"Independent Contractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 1st day of **November, 1998**, even though executed on a later subsequent day by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **John D. Moorehouse, MD** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and

regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar

controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations

under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal

relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenant.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities

imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief.

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. Notices. Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

**John D. Moorehouse, MD
2231 Old Pike Road
Pike Road, AL 36064**

Company:

**Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 200
Montgomery, AL 36106**

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. Waiver of Breach. No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. Completion and Execution of Additional Documents. Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. Captions. The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. Reconciliation Clause. To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. Patient Medical and Surgical Records. Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ff. Counterparts. This Agreement may be executed in several counterparts, each of which shall be construed as an original.

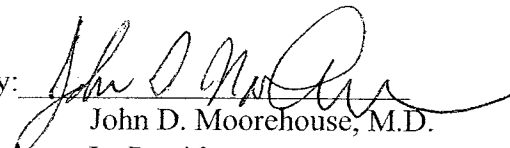
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

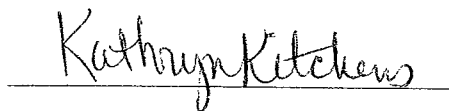
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.


Secretary

(Corporate Seal)

By: 
John D. Moorehouse, M.D.
Its President
"Company"

Witness:


Kathryn Kitchens

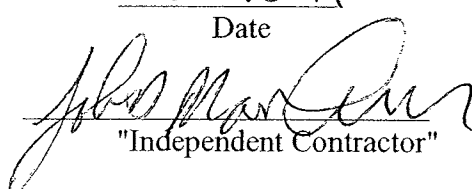
2-18-99
Date

"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

(a) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due 81% of the 59% of gross professional charges paid by **Baptist Medical Center** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(b) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 81% of the 55% of gross professional charges paid by **Jackson Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(c) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Hospital Downtown** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$110 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(d) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Prattville Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$110 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

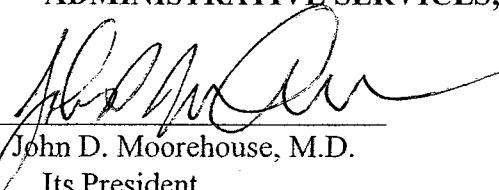
ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

(Corporate Seal)


Secretary

By:


John D. Moorehouse, M.D.

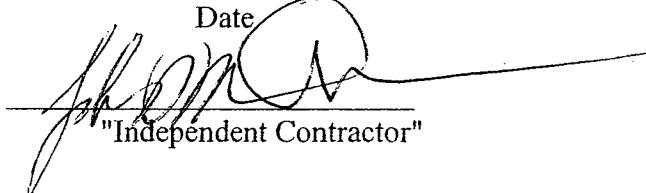
Its President

2-18-99

Date

Witness:




"Independent Contractor"

MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, entered into and effective as of this the 1st Day of May, 1998, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("AERAS")** and **Julio Enrico Rios, M.D.** ("**Independent Contractor**").

RECITALS:

WHEREAS, AERAS is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the **Independent Contractor** is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, AERAS is obligated under Agreements with various hospitals ("hospitals") to coordinate physician services in the emergency departments of such hospitals;

WHEREAS, the Agreements between AERAS and such hospitals permit AERAS to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of AERAS thereunder to the hospitals; and

WHEREAS, AERAS desires to engage the **Independent Contractor** to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the **Independent Contractor** desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals Approved.

The above Recitals are true and correct and are incorporated herein by this reference.

2. Duties of the Independent Contractor.

AERAS hereby engages the **Independent Contractor**, and the **Independent Contractor** hereby agrees to perform, hospital emergency room medical and surgical services for and on behalf of AERAS subject to the following:

(a) The **Independent Contractor** shall render medical and surgical services to all members of the general public presenting at such hospitals, and at all other places designated by AERAS and approved by such hospitals;

(b) All services required of, and rendered by, the **Independent Contractor** shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such hospitals. The **Independent Contractor** hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and

as applicable to the professional obligations of the **Independent Contractor**. The **Independent Contractor** further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate; in any way whatsoever, the conduct of the **Independent Contractor's** professional practice, whether pursuant to this Agreement or otherwise;

(c) The **Independent Contractor** shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by AERAS or such hospitals; and

(d) The **Independent Contractor** shall perform all things reasonably desirable to maintain and improve the **Independent Contractor's** professional skills. This shall be done solely at the expense of the **Independent Contractor**, and also done when, where and how the **Independent Contractor** determines it best to do so.

3. **Administrative Services.**

AERAS shall provide the **Independent Contractor** all of the day-to-day clerical, billing and administrative assistance required by the **Independent Contractor** in connection with the **Independent Contractor's** provision of services under this Agreement, including, without being limited to, the following:

(a) Maintenance of business records, to include the filing and indexing of all correspondence and communications;

(b) Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(c) All typing and other clerical duties;

(d) Scheduling appointments;

(e) Answering telephones;

(f) Facilities and equipment maintenance and cleaning services; and

(g) Financial management, bookkeeping and related services.

4. **Facilities and Equipment.**

Through the hospitals, AERAS shall provide to the **Independent Contractor** the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the **Independent Contractor's** rendition of services to patients at the hospitals, as determined by mutual agreement of the Parties.

5. Billing Services.

(a) **AERAS** will provide to the **Independent Contractor** a central fee billing and disbursement system to provide for the orderly and timely billing and collection of the fees billed by the **Independent Contractor** for professional services rendered at the hospitals. **AERAS** shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the **Independent Contractor** at least as often as annually. **AERAS** agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the **Independent Contractor** for professional services.

(b) (This section applies only if Independent Contractor works for a fee-for-service hospital where AERAS bills and collects for Independent Contractor services.) **Independent Contractor** hereby assigns to Corporation, its affiliates or assigns, the authority to bill any and all third party payors on his behalf (including the right to sign claims forms on **Independent Contractor's** behalf) and to receive and retain the proceeds therefrom. **Independent Contractor** hereby grants a limited power of attorney to **AERAS** to carry out the intent of this section. **Independent Contractor** grants to **AERAS** the right to edit and correct CPT coding based on **Independent Contractor's** documentation in order to comply with CPT coding guidelines.

6. Compensation.

Refer to Addendum I for compensation at the individual hospitals.

7. Cost of Administration and of Services.

All expenses incurred by **AERAS** in connection with **AERAS'** administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of **AERAS**. Likewise, the **Independent Contractor** shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the **Independent Contractor** shall save, fully indemnify (including attorney's fees and expenses) and hold **AERAS** harmless therefrom. The **Independent Contractor** shall not incur, on behalf of **AERAS**, any debts, liabilities or obligations, in any way whatsoever, or in any form whatsoever, and the **Independent Contractor** shall also save, fully indemnify and hold **AERAS** harmless therefrom.

8. Term.

a. Except as otherwise provided herein, this Agreement shall be effective for a period of one year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by **AERAS** at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the **Independent Contractor** as the final action of any professional or scientific organization;

(ii) The resignation of the **Independent Contractor** from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the **Independent Contractor** of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the **Independent Contractor** for a crime punishable as a felony;

(v) The participation of the **Independent Contractor** in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant to this Agreement;

(vi) The use by the **Independent Contractor**, in the sole determination of AERAS, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of AERAS, use by the **Independent Contractor** of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the **Independent Contractor** to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the hospitals, or of any other facility where the **Independent Contractor** has been performing services;

(ix) The institution, against the **Independent Contractor**, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the **Independent Contractor**, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than 120 hours per month by the **Independent Contractor**. AERAS shall otherwise rely upon the **Independent Contractor** to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the **Independent Contractor**; and

(xiii) The failure of the **Independent Contractor** to obtain or continuously provide the basic medical malpractice insurance coverage as required by Paragraph 9 of this Agreement.

b. Notwithstanding any such termination of this Agreement, the **Independent Contractor** shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the **Independent Contractor** which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

9. Malpractice Insurance.

The **Independent Contractor** shall obtain and continually maintain professional liability insurance, from carriers acceptable to AERAS, in the amount of at least One Million Dollars (\$1,000,000.) single limit, each incident and Three Million Dollars (\$3,000,000.) annual aggregate insuring itself for liability in performance of **Independent Contractor's** duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the **Independent Contractor**. At request of AERAS or the hospital, **Independent Contractor** shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of **Independent Contractor's** obligations under this agreement, **Independent Contractor** agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to AERAS). After the first two years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by AERAS of any sums owed to Independent Contractor upon termination of this agreement. Should **Independent Contractor** fail to obtain such coverage effective upon the termination of this agreement, AERAS may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this agreement against the premium for such policy. In such event, **Independent Contractor's** shall remain liable to AERAS for the difference between the amount of **Independent Contractor's** fees which have been applied by AERAS against the premium and the actual cost of the insurance premium.

10. Indemnification.

Anything contained in this entire Agreement to the contrary notwithstanding, the **Independent Contractor** agrees to indemnify and save AERAS, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the **Independent Contractor** while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the **Independent Contractor's** duties hereunder. This indemnification of AERAS, its officers, directors, shareholders, employees, agents and representatives, by the **Independent Contractor**, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the **Independent Contractor** occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

11. Independent Contractor Relationship.

Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. AERAS shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the **Independent Contractor** shall perform the services required under this Agreement. The **Independent Contractor** shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from AERAS. Neither AERAS, nor the **Independent Contractor**, shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the **Independent Contractor** shall not be deemed to be an employee of AERAS, but shall only be deemed a non-exclusive independent contractor of AERAS, and that this Agreement calls for the performance of services by the **Independent Contractor** as an independent contractor, and that at no time shall the **Independent Contractor** be considered as an employee, partner, joint ventures or business associate of AERAS for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the **Independent Contractor** and AERAS. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. AERAS is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the **Independent Contractor** arising here from will lie solely with the **Independent Contractor**. It is further understood that the **Independent Contractor** and AERAS are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Furthermore, neither the **Independent Contractor**, nor any individual whose compensation for services is paid by the **Independent Contractor**, is, in any way, directly or indirectly, expressly, or by implication, employed by AERAS, nor shall any such individual, including the **Independent Contractor**, be deemed to be employed by AERAS for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Social Security Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the **Independent Contractor** accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the **Independent Contractor** but also with respect to any and all such individuals whose compensation for services is paid by the **Independent Contractor**, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding AERAS harmless therefrom.

The **Independent Contractor** hereby represents and warrants that the **Independent Contractor** has met all requirements prescribed by the Alabama Medical Association and, at the **Independent Contractor's** sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

13. Maintain Certifications.

The **Independent Contractor** agrees that the **Independent Contractor** shall maintain and provide AERAS, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card or obtain one within one (1) year of Agreement;
- (d) Advance Trauma Life Support Provider Level Card or obtain one within (1) year of Agreement; and
- (e) Medical Control Director's Course
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

14. Outside Professional Activities.

It is specifically acknowledged that at times when the **Independent Contractor** is not required to be on duty at the hospitals, the **Independent Contractor** may render medical and surgical services to others at locations other than the hospitals, and the **Independent Contractor** shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the **Independent Contractor's** duties under this Agreement. If AERAS determines that the rendering of such services by the **Independent Contractor** hinders or interferes with the **Independent Contractor's** duties hereunder, AERAS shall direct the **Independent Contractor**, and the **Independent Contractor** hereby agrees during the term of this Agreement, to cease rendering such services. However, it is understood that, except as is otherwise specifically provided herein, the **Independent Contractor** shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The **Independent Contractor** otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold AERAS harmless in all matters, of whatsoever kind and nature, arising with respect to the other businesses and/or professional practices the **Independent Contractor** may conduct, and the **Independent Contractor** shall also be solely responsible for any and all expenses incurred by the **Independent Contractor** in any of his such other businesses and/or professional practices, responsibilities or activities.

15. Confidential, Trade Secret Information.

The **Independent Contractor** acknowledges that he will acquire or have access to billing and other related administrative information of **AERAS**, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the **Independent Contractor** shall keep and maintain such information confidential and secret.

16. Agency.

AERAS, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the **Independent Contractor**, or to create any obligations on the part of the **Independent Contractor**. Likewise, the **Independent Contractor** shall have no authority to enter into any Contracts or other Agreements on behalf of **AERAS**, or to create any obligations on the part of **AERAS**. None of the Parties hereto shall have any authority to enter into any contract, obligation or liability binding upon the other Party, nor to create any liability or obligation on the part of any other Party. No Party hereto shall have any authority to make any agreements, debts, liabilities or obligations for any other Party nor to bind any other Party in any way whatsoever. Nothing in this Agreement shall authorize or empower any Party hereto to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner, or make any representation, warranty or commitment on behalf of any other Party, and any such Party hereto who violates the provisions hereof shall save, fully indemnify (including attorney's fees and expenses) and hold harmless the other Party on account thereof.

17. Restrictive Covenant.

(a) **AERAS** must necessarily undertake hereto to impart to the **Independent Contractor** confidential information and knowledge about billing and other related administrative information of **AERAS**. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the **Independent Contractor** will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of **AERAS** during the term of this Agreement. Additionally, **AERAS** has made a substantial investment in time and money in developing and maintaining contracts and business relationships with hospitals and physicians. In consideration of this Agreement, and the disclosure and referral by **AERAS** to the **Independent Contractor** of such knowledge and information described above, the **Independent Contractor** makes the covenants hereinafter set forth. The **Independent Contractor** understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of **AERAS** and that without the limited restriction on the **Independent Contractor's** activities imposed by these covenants, **AERAS** would suffer irreparable and immeasurable damage. The covenants herein given on the part of the **Independent Contractor** shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by **AERAS** of said covenants. Therefore, the **Independent Contractor** hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the **Independent Contractor** will not, within the territory hereinafter defined, directly or indirectly, for himself, or on

behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of **AERAS**, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with **AERAS**, or interfere with or disrupt, in any way, **AERAS'** relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any hospitals of **AERAS**, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with **AERAS**, or interfere with or disrupt, in any way, **AERAS'** relationship, contractual or otherwise, with any such hospitals;

(iii) Deprecate, disparage or cast aspersions upon **AERAS** or any of **AERAS'** respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

(b) The territory referred to in this section shall be designated as the State of Alabama.

(c) Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of **AERAS** and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

18. Injunctive Relief.

(a) Irreparable harm shall be presumed if the **Independent Contractor** breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to **AERAS** entering into this Agreement with the **Independent Contractor**. **AERAS** depends upon the **Independent Contractor's** absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the **Independent Contractor** breaches any covenants of this Agreement.

(b) In light of same, the **Independent Contractor** hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery County, Alabama may immediately enjoin any breach of this Agreement, upon the request of **AERAS**, and the **Independent Contractor** also hereby specifically releases **AERAS** from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by **AERAS**, and the **Independent Contractor** further specifically waives all such defenses in any such action.

(c) In the event of a breach or threatened breach by the **Independent Contractor** of any of the covenants of this Agreement, **AERAS** shall hereby be deemed so entitled to an injunction restraining the **Independent Contractor**, or any person or entity acting in concert with the **Independent Contractor**, from violating any of the provisions hereof.

(d) Nothing herein contained shall be construed as prohibiting **AERAS** from simultaneously pursuing, in the same Court, any other remedies available to **AERAS** for such breach or threatened breach, including the recovery of compensatory and punitive damages from the **Independent Contractor**, or anyone acting in concert with the **Independent Contractor**, in regard to any breach of any of the provisions hereof.

19. Notices.

All notices, requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor: Julio Rios, M.D.
61 Uno Lago Drive
North Palm Beach, FL 33408

AERAS: AERAS, P.C.
John D. Moorehouse, M.D.
Its President
4160 Carmichael Road, Suite 200
Montgomery, Alabama 36106

20. Waiver of Breach.

No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy

21. **Completion and Execution of Additional Documents** - Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the hospitals being served by the **Independent Contractor** as may be required in order for Independent Contractor and **AERAS** to carry out their respective obligations under this agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

22. **Captions.**

The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

23. **Reconciliation Clause.**

To the extent required by law, **AERAS** and the **Independent Contractor** hereby agree that for a period of four years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

24. **Patient Medical and Surgical Records.**

Medical and surgical records of and for patients treated by the **Independent Contractor** shall be maintained and shall be the property of the individual facility at which the **Independent Contractor** is providing services; provided, however, the **Independent Contractor**, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the **Independent Contractor** shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

25. Assignment; Binding Agreement.

This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. AERAS depends upon the personal services of the **Independent Contractor**, and the **Independent Contractor** shall not assign this Agreement without the prior, express, written consent of AERAS, nor shall the **Independent Contractor** delegate any of the **Independent Contractor's** obligations hereunder to any other person or corporation without the prior, express, written consent of AERAS. Any such attempted assignment or delegation by the **Independent Contractor**, without the prior, express, written consent of AERAS, shall be deemed null, void and of no effect.

26. Entire Agreement.

This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

27. Severability of Provisions.

The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

28. Prior Agreements.

This Agreement supersedes any prior Agreement of the Parties.

29. Governing Law.

This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

30. Construction.

Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

31. Time is of the Essence.

Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.


32. Counterparts.

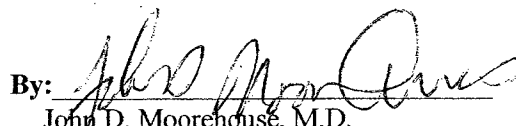
This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

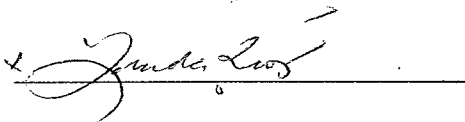
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

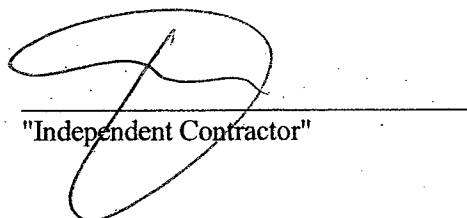

Secretary

By: 
John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:




"Independent Contractor"

Addendum I

6. Compensation.


(a) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% of the 59% of gross professional charges paid by **Baptist Medical Center** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(b) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% of the 55% of gross professional charges paid by **Jackson Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

ATTEST:

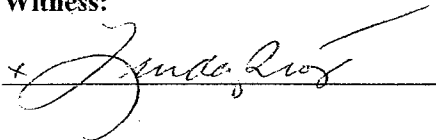
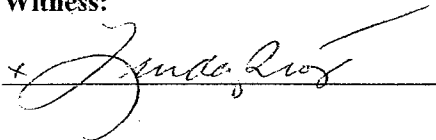
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ADMINISTRATIVE SERVICES, P.C.

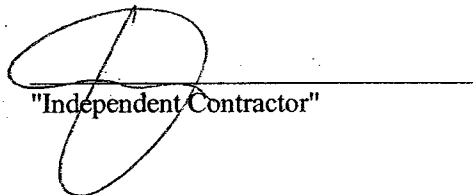

Secretary

By: 
John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:


+ 


"Independent Contractor"

Addendum A

CONTRACT AMOUNT/AERAS

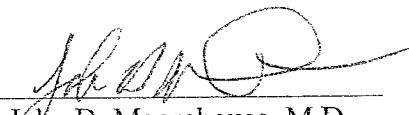
In accordance with the progressive percentage plan already in effect at Baptist South, **AERAS** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, the payment percentage as indicated by this Agreement until reaching 81% of the 55% of gross professional charges paid by **North East Alabama Regional Medical Center** to **AERAS** for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid **AERAS** shall be retained by **AERAS** as compensation for its services hereunder.

ATTEST:

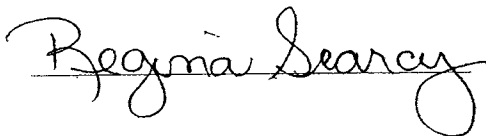
**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

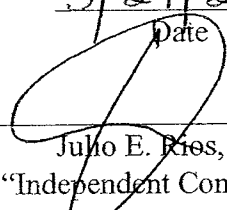
(Corporate Seal)


Secretary

By: 
John D. Moorehouse, M.D.
Its President

Witness:



3/29/2008
Date

Julio E. Ries, MD
"Independent Contractor"

MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, entered into and effective as of this the 1st Day of June, 1996, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("AERAS") and **Ronald A. Shaw, M.D.** ("Independent Contractor").

RECITALS:

WHEREAS, AERAS is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the **Independent Contractor** is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, AERAS is obligated under Agreements with various hospitals ("hospitals") to coordinate physician services in the emergency departments of such hospitals;

WHEREAS, the Agreements between AERAS and such hospitals permit AERAS to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of AERAS thereunder to the hospitals; and

WHEREAS, AERAS desires to engage the **Independent Contractor** to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the **Independent Contractor** desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. Recitals Approved.

The above Recitals are true and correct and are incorporated herein by this reference.

2. Duties of the Independent Contractor.

AERAS hereby engages the **Independent Contractor**, and the **Independent Contractor** hereby agrees to perform, hospital emergency room medical and surgical services for and on behalf of AERAS subject to the following:

(a) The **Independent Contractor** shall render medical and surgical services to all members of the general public presenting at such hospitals, and at all other places designated by AERAS and approved by such hospitals;

(b) All services required of, and rendered by, the **Independent Contractor** shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such hospitals. The **Independent Contractor** hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the

term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the **Independent Contractor**. The **Independent Contractor** further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the **Independent Contractor's** professional practice, whether pursuant to this Agreement or otherwise;

(c) The **Independent Contractor** shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by AERAS or such hospitals; and

(d) The **Independent Contractor** shall perform all things reasonably desirable to maintain and improve the **Independent Contractor's** professional skills. This shall be done solely at the expense of the **Independent Contractor**, and also done when, where and how the **Independent Contractor** determines it best to do so.

3. **Administrative Services.**

AERAS shall provide the **Independent Contractor** all of the day-to-day clerical, billing and administrative assistance required by the **Independent Contractor** in connection with the **Independent Contractor's** provision of services under this Agreement, including, without being limited to, the following:

(a) Maintenance of business records, to include the filing and indexing of all correspondence and communications;

(b) Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(c) All typing and other clerical duties;

(d) Scheduling appointments;

(e) Answering telephones;

(f) Facilities and equipment maintenance and cleaning services; and

(g) Financial management, bookkeeping and related services.

4. **Facilities and Equipment.**

Through the hospitals, AERAS shall provide to the **Independent Contractor** the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the **Independent Contractor's** rendition of services to patients at the hospitals, as determined by mutual agreement of the Parties.

5. Billing Services.

(a) AERAS will provide to the **Independent Contractor** a central fee billing and disbursement system to provide for the orderly and timely billing and collection of the fees billed by the **Independent Contractor** for professional services rendered at the hospitals. AERAS shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the **Independent Contractor** at least as often as annually. AERAS agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the **Independent Contractor** for professional services.

(b) (This section applies only if Independent Contractor works for a fee-for-service hospital where AERAS bills and collects for Independent Contractor services.) **Independent Contractor** hereby assigns to Corporation, its affiliates or assigns, the authority to bill any and all third party payors on his behalf (including the right to sign claims forms on **Independent Contractor's** behalf) and to receive and retain the proceeds therefrom. **Independent Contractor** hereby grants a limited power of attorney to AERAS to carry out the intent of this section. **Independent Contractor** grants to AERAS the right to edit and correct CPT coding based on **Independent Contractor's** documentation in order to comply with CPT coding guidelines.

6. Compensation.

Refer to Addendum I for compensation at the individual hospitals.

7. Cost of Administration and of Services.

All expenses incurred by AERAS in connection with AERAS' administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of AERAS. Likewise, the **Independent Contractor** shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the **Independent Contractor** shall save, fully indemnify (including attorney's fees and expenses) and hold AERAS harmless therefrom. The **Independent Contractor** shall not incur, on behalf of AERAS, any debts, liabilities or obligations, in any way whatsoever, or in any form whatsoever, and the **Independent Contractor** shall also save, fully indemnify and hold AERAS harmless therefrom.

8. Term.

a. Except as otherwise provided herein, this Agreement shall be effective for a period of two years, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately

terminated by AERAS at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the **Independent Contractor** as the final action of any professional or scientific organization;

(ii) The resignation of the **Independent Contractor** from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the **Independent Contractor** of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the **Independent Contractor** for a crime punishable as a felony;

(v) The participation of the **Independent Contractor** in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant to this Agreement;

(vi) The use by the **Independent Contractor**, in the sole determination of AERAS, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of AERAS, use by the **Independent Contractor** of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the **Independent Contractor** to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the hospitals, or of any other facility where the **Independent Contractor** has been performing services;

(ix) The institution, against the **Independent Contractor**, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the **Independent Contractor**, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than 120 hours per month by the **Independent Contractor**. AERAS shall otherwise rely upon the **Independent Contractor** to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the **Independent Contractor**; and

(xiii) The failure of the **Independent Contractor** to obtain or continuously provide the basic medical malpractice insurance coverage as required by Paragraph 9 of this Agreement.

b. Notwithstanding any such termination of this Agreement, the **Independent Contractor** shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the **Independent Contractor** which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

9. Malpractice Insurance.

The **Independent Contractor** shall obtain and continually maintain professional liability insurance, from carriers acceptable to AERAS, in the amount of at least One Million Dollars (\$1,000,000.) single limit, each incident and Three Million Dollars (\$3,000,000.) annual aggregate insuring itself for liability in performance of **Independent Contractor's** duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the **Independent Contractor**. At request of AERAS or the hospital, **Independent Contractor** shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of **Independent Contractor's** obligations under this agreement, **Independent Contractor** agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to AERAS). After the first two years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by AERAS of any sums owed to Independent Contractor upon termination of this agreement. Should **Independent Contractor** fail to obtain such coverage effective upon the termination of this agreement, AERAS may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this agreement against the premium for such policy. In such event, **Independent Contractor's** shall remain liable to AERAS for the difference between the amount of **Independent Contractor's** fees which have been applied by AERAS against the premium and the actual cost of the insurance premium.

10. Indemnification.

Anything contained in this entire Agreement to the contrary notwithstanding, the **Independent Contractor** agrees to indemnify and save AERAS, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the **Independent Contractor** while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the **Independent Contractor's** duties hereunder. This indemnification of AERAS, its officers, directors, shareholders, employees, agents and representatives, by the **Independent Contractor**, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the **Independent Contractor** occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

11. Independent Contractor Relationship.

Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. AERAS shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the **Independent Contractor** shall perform the services required under this Agreement. The **Independent Contractor** shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from AERAS. Neither AERAS, nor the **Independent Contractor**, shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the **Independent Contractor** shall not be deemed to be an employee of AERAS, but shall only be deemed a non-exclusive independent contractor of AERAS, and that this Agreement calls for the performance of services by the **Independent Contractor** as an independent contractor, and that at no time shall the **Independent Contractor** be considered as an employee, partner, joint venturer or business associate of AERAS for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the **Independent Contractor** and AERAS. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. AERAS is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the **Independent Contractor** arising here from will lie solely with the **Independent Contractor**. It is further understood that the **Independent Contractor** and AERAS are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Furthermore, neither the **Independent Contractor**, nor any individual whose compensation for services is paid by the **Independent Contractor**, is, in any way, directly or indirectly, expressly, or by implication, employed by AERAS, nor shall any such individual, including the **Independent Contractor**, be deemed to be employed by AERAS for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Social Security Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the **Independent Contractor** accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the **Independent Contractor** but also with respect to any and all such individuals whose compensation for services is paid by the **Independent Contractor**, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding AERAS harmless therefrom.

12. **Independent Contractor's Warranties.**

The **Independent Contractor** hereby represents and warrants that the **Independent Contractor** has met all requirements prescribed by the Alabama Medical Association and, at the **Independent Contractor's** sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

13. **Maintain Certifications.**

The **Independent Contractor** agrees that the **Independent Contractor** shall maintain and provide AERAS not later than January 15th of each year during the term hereof with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card or obtain one within one (1) year of Agreement;
- (d) Advance Trauma Life Support Provider Level Card or obtain one within (1) year of Agreement; and
- (e) Medical Control Director's Course
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

14. **Outside Professional Activities.**

It is specifically acknowledged that at times when the **Independent Contractor** is not required to be on duty at the hospitals, the **Independent Contractor** may render medical and surgical services to others at locations other than the hospitals, and the **Independent Contractor** shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the **Independent Contractor's** duties under this Agreement. If AERAS determines that the rendering of such services by the **Independent Contractor** hinders or interferes with the **Independent Contractor's** duties hereunder, AERAS shall direct the **Independent Contractor**, and the **Independent Contractor** hereby agrees during the term of this Agreement, to cease rendering such services. However, it is understood that, except as is otherwise specifically provided herein, the **Independent Contractor** shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The **Independent Contractor** otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold AERAS harmless in all matters, of whatsoever kind and nature, arising with respect to the other businesses and/or professional practices the **Independent Contractor** may conduct, and the **Independent Contractor** shall also be solely responsible for any and all expenses incurred by the **Independent Contractor** in any of his such other businesses and/or professional practices, responsibilities or activities.

15. Confidential, Trade Secret Information.

The **Independent Contractor** acknowledges that he will acquire or have access to billing and other related administrative information of AERAS, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the **Independent Contractor** shall keep and maintain such information confidential and secret.

16. Agency.

AERAS, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the **Independent Contractor**, or to create any obligations on the part of the **Independent Contractor**. Likewise, the **Independent Contractor** shall have no authority to enter into any Contracts or other Agreements on behalf of AERAS, or to create any obligations on the part of AERAS. None of the Parties hereto shall have any authority to enter into any contract, obligation or liability binding upon the other Party, nor to create any liability or obligation on the part of any other Party. No Party hereto shall have any authority to make any agreements, debts, liabilities or obligations for any other Party nor to bind any other Party in any way whatsoever. Nothing in this Agreement shall authorize or empower any Party hereto to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner, or make any representation, warranty or commitment on behalf of any other Party, and any such Party hereto who violates the provisions hereof shall save, fully indemnify (including attorney's fees and expenses) and hold harmless the other Party on account thereof.

17. Restrictive Covenant.

(a) AERAS must necessarily undertake hereto to impart to the **Independent Contractor** confidential information and knowledge about billing and other related administrative information of AERAS. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the **Independent Contractor** will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of AERAS during the term of this Agreement. Additionally, AERAS has made a substantial investment in time and money in developing and maintaining contracts and business relationships with hospitals and physicians. In consideration of this Agreement, and the disclosure and referral by AERAS to the **Independent Contractor** of such knowledge and information described above, the **Independent Contractor** makes the covenants hereinafter set forth. The **Independent Contractor** understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of AERAS and that without the limited restriction on the **Independent Contractor's** activities imposed by these covenants, AERAS would suffer irreparable and immeasurable damage. The covenants herein given on the part of the **Independent Contractor** shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by AERAS of said covenants. Therefore, the **Independent Contractor** hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the **Independent Contractor** will not, within the territory hereinafter defined, directly or indirectly, for

himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of AERAS, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with AERAS, or interfere with or disrupt, in any way, AERAS' relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any hospitals of AERAS, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with AERAS, or interfere with or disrupt, in any way, AERAS' relationship, contractual or otherwise, with any such hospitals;

(iii) Deprecate, disparage or cast aspersions upon AERAS or any of AERAS' respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

(b) The territory referred to in this section shall be designated as the State of Alabama.

(c) Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of AERAS and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

18. Injunctive Relief.

(a) Irreparable harm shall be presumed if the **Independent Contractor** breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to AERAS entering into this Agreement with the **Independent Contractor**. AERAS depends upon the **Independent Contractor's** absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the **Independent Contractor** breaches any covenants of this Agreement.

(b) In light of same, the **Independent Contractor** hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery County, Alabama may immediately enjoin any breach of this Agreement, upon the request of AERAS, and the **Independent Contractor** also hereby specifically releases AERAS from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by AERAS, and the **Independent Contractor** further specifically waives all such defenses in any such action.

(c) In the event of a breach or threatened breach by the **Independent Contractor** of any of the covenants of this Agreement, AERAS shall hereby be deemed so entitled to an injunction restraining the **Independent Contractor**, or any person or entity acting in concert with the **Independent Contractor**, from violating any of the provisions hereof.

(d) Nothing herein contained shall be construed as prohibiting AERAS from simultaneously pursuing, in the same Court, any other remedies available to AERAS for such breach or threatened breach, including the recovery of compensatory and punitive damages from the **Independent Contractor**, or anyone acting in concert with the **Independent Contractor**, in regard to any breach of any of the provisions hereof.

19. **Notices.**

All notices, requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor: Ronald A. Shaw, M.D.
5 Lee Ann Drive
Barrington, RI 02806

AERAS: AERAS, P.C.
John D. Moorehouse, M.D.
Its President
4160 Carmichael Road, Suite 200
Montgomery, Alabama 36106

20. **Waiver of Breach.**

No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or

remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

21. **Completion and Execution of Additional Documents** - Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the hospitals being served by the **Independent Contractor** as may be required in order for Independent Contractor and AERAS to carry out their respective obligations under this agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

22. **Captions.**

The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

23. **Reconciliation Clause.**

To the extent required by law, AERAS and the **Independent Contractor** hereby agree that for a period of four years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

24. **Patient Medical and Surgical Records.**

Medical and surgical records of and for patients treated by the **Independent Contractor** shall be maintained and shall be the property of the individual facility at which the **Independent Contractor** is providing services; provided, however, the **Independent Contractor**, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the **Independent Contractor** shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

25. Assignment; Binding Agreement.

This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. AERAS depends upon the personal services of the **Independent Contractor**, and the **Independent Contractor** shall not assign this Agreement without the prior, express, written consent of AERAS, nor shall the **Independent Contractor** delegate any of the **Independent Contractor's** obligations hereunder to any other person or corporation without the prior, express, written consent of AERAS. Any such attempted assignment or delegation by the **Independent Contractor**, without the prior, express, written consent of AERAS, shall be deemed null, void and of no effect.

26. Entire Agreement.

This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

27. Severability of Provisions.

The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

28. Prior Agreements.

This Agreement supersedes any prior Agreement of the Parties.

29. Governing Law.

This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

30. Construction.

Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

31. Time is of the Essence.

Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

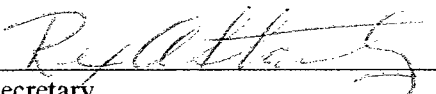
32. Counterparts.

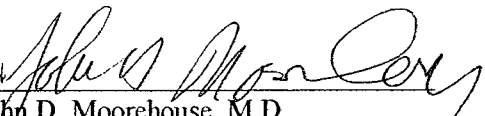
This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.


Secretary

By: 
John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:


Carol A. Shaw

x 
"Independent Contractor"

**MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

Addendum I

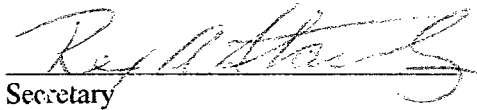
6. Compensation.

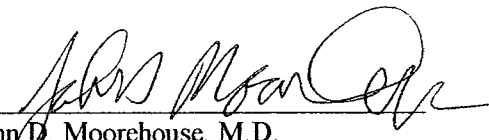
(a) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 59% of gross professional charges paid by **Baptist Medical Center** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$80 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(b) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 55% of gross professional charges paid by **Jackson Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$80 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**


Secretary

By: 
John D. Moorehouse, M.D.
Its President
"AERAS"

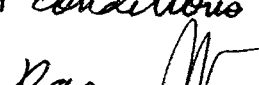
(CORPORATE SEAL)

Witness:


Carol A. Shaw


Ronald A. Shaw
"Independent Contractor"

AERAS 0270

During the term of this agreement, AERAS shall schedule the Independent Contractor to furnish services at the above hospitals, 180 (one hundred eighty) hours monthly. This number may be reduced by mutual agreement of the parties on a monthly basis for conditions such as, vacation, meetings, illness, etc. 

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the **10th** day of **January, 2001**, between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("Company")** and **George C. Smith, Jr., MD, ("Independent Contractor")**.

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent

Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, AERAS shall pay to the Independent Contractor monthly, no later than the fifteenth day after each calendar month for which such payment is due, **75%** (with yearly increments of 2% until reaching 81%) of the **55%** of gross professional charges paid by **North East Alabama Regional Medical Center** to AERAS for professional services provided hereunder by the Independent Contractor. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

JM
VS
(xi) ~~The performance of services, for two (2) consecutive months, of less than one hundred twenty (80) hours per month by the Independent Contractor.~~ Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the

policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. **Indemnification.** Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. **Independent Contractor Relationship.** Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing

herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenant.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The

covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. **Injunctive Relief.**

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

George C. Smith, Jr., MD
49 Jackson Springs Rd.
Lineville, AL 36266

Company:

Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road, Ste 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

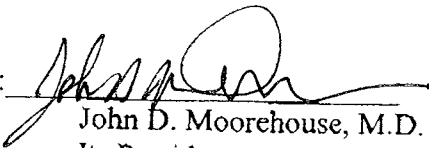
ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

Secretary

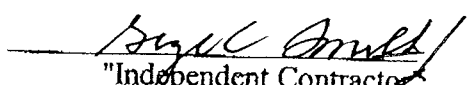
(Corporate Seal)

By: _____


John D. Moorehouse, M.D.
Its President
"Company"

Witness:

01/10/01
Date


"Independent Contractor"

MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made, entered into and effective as of this the 21st day of January, 1992, by and between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("**AERAS**") and Joel C. Sullivan, M.D., ("**Subcontractor**").

RECITALS:

WHEREAS, AERAS is a Professional Corporation licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, the Subcontractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, AERAS is obligated under Agreements with various hospitals ("hospitals") to provide physician services in the emergency departments of such hospitals;

WHEREAS, the Agreements between **AERAS** and such hospitals permit **AERAS** to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of **AERAS** thereunder to the hospitals; and

WHEREAS, AERAS desires to engage the **Subcontractor** to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the **Subcontractor** desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Recitals Approved.**

The above Recitals are true and correct and are incorporated herein by this reference.

2. **Duties of the Subcontractor.**

AERAS hereby engages the **Subcontractor**, and the **Subcontractor** hereby agrees to perform, hospital emergency room medical and surgical services for and on behalf of **AERAS** subject to the following:

(a) The **Subcontractor** shall render medical and surgical services to all members of the general public presenting at such hospitals, and at all other places designated by **AERAS** and approved by such hospitals;

(b) All services required of, and rendered by, the **Subcontractor** shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such hospitals. The **Subcontractor** hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the **Subcontractor**. The **Subcontractor** further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the **Subcontractor's** professional practice, whether

pursuant to this Agreement or otherwise;

(c) The **Subcontractor** shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by **AERAS** or such hospitals; and

(d) The **Subcontractor** shall perform all things reasonably desirable to maintain and improve the **Subcontractor's** professional skills. This shall be done solely at the expense of the **Subcontractor**, and also done when, where and how the **Subcontractor** determines it best to do so.

3. Administrative Services.

AERAS shall provide the **Subcontractor** all of the day-to-day clerical, billing and administrative assistance required by the **Subcontractor** in connection with the **Subcontractor's** provision of services under this Agreement, including, without being limited to, the following:

(a) Maintenance of business records, to include the filing and indexing of all correspondence and communications;

(b) Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(c) All typing and other clerical duties;

(d) Scheduling appointments;

(e) Answering telephones;

(f) Facilities and equipment maintenance and cleaning services; and

(g) Financial management, bookkeeping and related services.

4. Facilities and Equipment.

Through the hospitals, **AERAS** shall provide to the **Subcontractor** the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the **Subcontractor's** rendition of services to patients at the hospitals, as determined by mutual agreement of the Parties.

5. Billing Services.

AERAS will provide to the **Subcontractor** a central fee billing and disbursement system to provide for the orderly and timely billing and collection of the fees billed by the **Subcontractor** for professional services rendered at the hospitals. **AERAS** shall keep full and accurate records of the sums collected and disbursed and shall render accountings to the **Subcontractor** at least as often as annually. **AERAS** agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the **Subcontractor** for professional services.

6. Compensation.

Refer to **Addendum I** regarding compensation at the individual hospitals.

7. Cost of Administration and of Services.

All expenses incurred by **AERAS** in connection with **AERAS'** administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of **AERAS**. Likewise, the **Subcontractor** shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the **Subcontractor** shall save, fully indemnify (including attorney's fees and expenses) and hold **AERAS** harmless therefrom. The **Subcontractor** shall not incur, on behalf of **AERAS**, any debts, liabilities or obligations, in any way whatsoever, or in any form whatsoever, and the **Subcontractor** shall also save, fully indemnify and hold **AERAS** harmless therefrom.

8. Term.

a. Except as otherwise provided herein, this Agreement shall be effective for a period of two years, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by **AERAS** at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the **Subcontractor** as the final action of any professional or scientific organization;

(ii) The resignation of the **Subcontractor** from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the **Subcontractor** of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the **Subcontractor** for a crime punishable as a felony;

(v) The participation of the **Subcontractor** in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant to this Agreement;

(vi) The use by the **Subcontractor**, in the sole determination of **AERAS**, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of **AERAS**, use by the **Subcontractor** of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the **Subcontractor** to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the hospitals, or of any other facility where the **Subcontractor** has been performing services;

(ix) The institution, against the **Subcontractor**, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the **Subcontractor**, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than 80 hours per month by the **Subcontractor**. **AERAS** shall otherwise rely upon the **Subcontractor** to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the **Subcontractor**; and

(xiii) The failure of the **Subcontractor** to obtain or continuously provide the basic medical malpractice insurance coverage as required by Paragraph 9 of this Agreement.

b. Notwithstanding any such termination of this Agreement, the **Subcontractor** shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the **Subcontractor** which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

9. Malpractice Insurance.

The **Subcontractor** shall obtain and continuously provide for himself basic medical malpractice insurance coverage in the minimum amount of 1 million/3 million. This coverage must be from insurance carriers acceptable to **AERAS**. **AERAS** must also be named therein as an "Endorsed and/or Additional Insured" so as to thereby also provide **AERAS** with coverage thereunder but still at the sole expense of the **Subcontractor**. At any time upon written request by **AERAS**, the **Subcontractor** shall deliver to **AERAS** written evidence confirming such coverage.

10. Indemnification.

Anything contained in this entire Agreement to the contrary notwithstanding, the **Subcontractor** agrees to indemnify and save **AERAS**, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the **Subcontractor** while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the **Subcontractor's** duties hereunder. This indemnification of **AERAS**, its officers, directors, shareholders, employees, agents and representatives, by the **Subcontractor**, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such

acts or omissions of the **Subcontractor** occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

11. Independent Contractor Relationship.

Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. **AERAS** shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the **Subcontractor** shall perform the services required under this Agreement. The **Subcontractor** shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from **AERAS**. Neither **AERAS**, nor the **Subcontractor**, shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the **Subcontractor** shall not be deemed to be an employee of **AERAS**, but shall only be deemed a non-exclusive independent contractor of **AERAS**, and that this Agreement calls for the performance of services by the **Subcontractor** as an independent contractor, and that at no time shall the **Subcontractor** be considered as an employee, partner, joint venturer or business associate of **AERAS** for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the **Subcontractor** and **AERAS**. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. **AERAS** is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the **Subcontractor** arising herefrom will lie solely with the **Subcontractor**. It is further understood that the **Subcontractor** and **AERAS** are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Furthermore, neither the **Subcontractor**, nor any individual whose compensation for services is paid by the **Subcontractor**, is, in any way, directly or indirectly, expressly, or by implication, employed by **AERAS**, nor shall any such individual, including the **Subcontractor**, be deemed to be employed by **AERAS** for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Social Security Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the **Subcontractor** accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the **Subcontractor** but also with respect to any and all such individuals whose compensation for services is paid by the **Subcontractor**, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding **AERAS** harmless therefrom.

12. Subcontractor's Warranties.

The **Subcontractor** hereby represents and warrants that the **Subcontractor** has met all requirements prescribed by the Alabama Medical Association and, at the **Subcontractor's** sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

13. **American College of Emergency Physicians Membership.**

The **Subcontractor** agrees that the **Subcontractor** shall maintain membership in the American College of Emergency Physicians, or shall obtain such membership not later than the first anniversary date of this Agreement, and, not later than January 15th of each year during the term hereof, shall also provide **AERAS** with copies of the following:

- (a) BNDD Registration;
- (b) Medical License;
- (c) Advance Cardiac Life Support Provider Level Card or obtain one within one (1) year of Agreement;
- (d) Advance Trauma Life Support Provider Level Card or obtain one within (1) year of Agreement; and
- (e) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

14. **Outside Professional Activities.**

It is specifically acknowledged that at times when the **Subcontractor** is not required to be on duty at the hospitals, the **Subcontractor** may render medical and surgical services to others at locations other than the hospitals, and the **Subcontractor** shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the **Subcontractor's** duties under this Agreement. If **AERAS** determines that the rendering of such services by the **Subcontractor** hinders or interferes with the **Subcontractor's** duties hereunder, **AERAS** shall direct the **Subcontractor**, and the **Subcontractor** hereby agrees during the term of this Agreement, to cease rendering such services. However, it is understood that, except as is otherwise specifically provided herein, the **Subcontractor** shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The **Subcontractor** otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold **AERAS** harmless in all matters, of whatsoever kind and nature, arising with respect to the other businesses and/or professional practices the **Subcontractor** may conduct, and the **Subcontractor** shall also be solely responsible for any and all expenses incurred by the **Subcontractor** in any of his such other businesses and/or professional practices, responsibilities or activities.

15. **Confidential, Trade Secret Information.**

The **Subcontractor** acknowledges that he will acquire or have access to billing and other related administrative information of **AERAS**, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the **Subcontractor** shall keep and maintain such information confidential and secret.

16. Agency.

AERAS, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the **Subcontractor**, or to create any obligations on the part of the **Subcontractor**. Likewise, the **Subcontractor** shall have no authority to enter into any Contracts or other Agreements on behalf of AERAS, or to create any obligations on the part of AERAS. None of the Parties hereto shall have any authority to enter into any contract, obligation or liability binding upon the other Party, nor to create any liability or obligation on the part of any other Party. No Party hereto shall have any authority to make any agreements, debts, liabilities or obligations for any other Party nor to bind any other Party in any way whatsoever. Nothing in this Agreement shall authorize or empower any Party hereto to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf of or in the name of any other Party, or to bind any other Party in any manner, or make any representation, warranty or commitment on behalf of any other Party, and any such Party hereto who violates the provisions hereof shall save, fully indemnify (including attorney's fees and expenses) and hold harmless the other Party on account thereof.

17. Restrictive Covenant.

(a) AERAS must necessarily undertake hereto to impart to the **Subcontractor** confidential information and knowledge about billing and other related administrative information of AERAS. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the **Subcontractor** will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of AERAS during the term of this Agreement. In consideration of this Agreement, and the disclosure and referral by AERAS to the **Subcontractor** of such knowledge and information described above, the **Subcontractor** makes the covenants hereinafter set forth. The **Subcontractor** understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of AERAS and that without the limited restriction on the **Subcontractor's** activities imposed by these covenants, AERAS would suffer irreparable and immeasurable damage. The covenants herein given on the part of the **Subcontractor** shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by AERAS of said covenants. Therefore, the **Subcontractor** hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the **Subcontractor** will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of AERAS, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with AERAS, or interfere with or disrupt, in any way, AERAS' relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any hospitals of **AERAS**, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with **AERAS**, or interfere with or disrupt, in any way, **AERAS'** relationship, contractual or otherwise, with any such hospitals;

(iii) Deprecate, disparage or cast aspersions upon **AERAS** or any of **AERAS'** respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

(b) The territory referred to in this section shall be designated as the State of Alabama.

(c) Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of **AERAS** and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

18. Injunctive Relief.

(a) Irreparable harm shall be presumed if the **Subcontractor** breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to **AERAS** entering into this Agreement with the **Subcontractor**. **AERAS** depends upon the **Subcontractor's** absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the **Subcontractor** breaches any covenants of this Agreement.

(b) In light of same, the **Subcontractor** hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery County, Alabama may immediately enjoin any breach of this Agreement, upon the request of **AERAS**, and the **Subcontractor** also hereby specifically releases **AERAS** from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by **AERAS**, and the **Subcontractor** further specifically waives all such defenses in any such action.

(c) In the event of a breach or threatened breach by the **Subcontractor** of any of the covenants of this Agreement, **AERAS** shall hereby be deemed so entitled to an injunction restraining the **Subcontractor**, or any person or entity acting in concert with the **Subcontractor**, from violating any of the provisions hereof.

(d) Nothing herein contained shall be construed as prohibiting **AERAS** from simultaneously pursuing, in the same Court, any other remedies available to **AERAS** for such breach or threatened breach, including the recovery of compensatory and punitive damages from the **Subcontractor**, or anyone acting in concert with the **Subcontractor**, in regard to any breach of any of the provisions hereof.

19. Notices.

All notices, requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Subcontractor: Joel C. Sullivan, M.D.
5689 Carriage Brook Rd.
Montgomery, AL 36116

AERAS: AERAS, P.C.
% John D. Moorehouse, M.D.
Its President
4160 Carmichael Road, Suite 101
Montgomery, Alabama 36106

20. Waiver of Breach.

No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

21. Captions.

The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

22. Reconciliation Clause.

To the extent required by law, **AERAS** and the **Subcontractor** hereby agree that for a period of four years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

23. Patient Medical and Surgical Records.

Medical and surgical records of and for patients treated by the **Subcontractor** shall be maintained and shall be the property of the individual facility at which the **Subcontractor** is providing services; provided, however, the **Subcontractor**, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the **Subcontractor** shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

24. Assignment; Binding Agreement.

This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. **AERAS** depends upon the personal services of the **Subcontractor**, and the **Subcontractor** shall not assign this Agreement without the prior, express, written consent of **AERAS**, nor shall the **Subcontractor** delegate any of the **Subcontractor's** obligations hereunder to any other person or corporation without the prior, express, written consent of **AERAS**. Any such attempted assignment or delegation by the **Subcontractor**, without the prior, express, written consent of **AERAS**, shall be deemed null, void and of no effect.

25. Entire Agreement.

This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

26. Severability of Provisions.

The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

27. Prior Agreements.

This Agreement supersedes any prior Agreement of the Parties.

28. Governing Law.

This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

29. Construction.

Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

30. Time is of the Essence.

Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

31. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

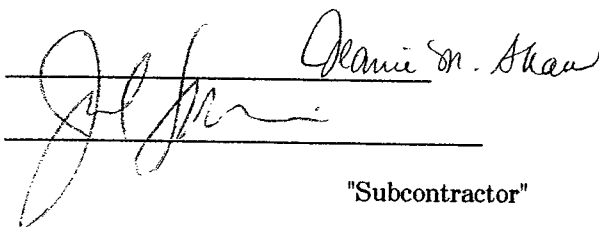

By:

Secretary

John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:


"Subcontractor"

**MEDICAL AND SURGICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

Addendum I

6. Compensation.


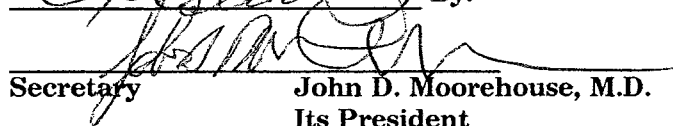
(a) During the term of this Agreement, AERAS shall pay to the **subcontractor** monthly, no later than the fifteenth day after the calendar month for which such payment is due, 81% of the fees actually paid by **Baptist Medical Center** to AERAS for professional services provided hereunder by the **subcontractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(b) During the term of this Agreement, AERAS shall pay to the **subcontractor** monthly, no later than the fifteenth day after the calendar month for which such payment is due, 81% of the 55% of gross professional charges paid by **Jackson Hospital** to AERAS for professional services provided hereunder by the **subcontractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(c) During the term of this Agreement, AERAS shall pay to the **subcontractor** monthly, no later than the fifteenth day after the calendar month for which such payment is due, 81% of the 53% of gross professional charges paid by **Humana Hospital Montgomery** to AERAS for professional services provided hereunder by the **subcontractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

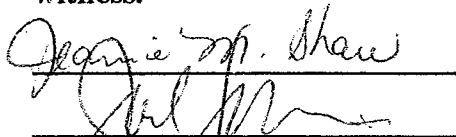
ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**


By: _____

Secretary John D. Moorehouse, M.D.
Its President
"AERAS"

(CORPORATE SEAL)

Witness:



"Subcontractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 6th day of September, 2005, between ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("Company") and Joseph A. Foster, MD ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments and medical facilities of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.
- b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, medical and surgical services for and on behalf of Company subject to the following:
 - i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;
 - ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;
 - iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and
 - iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

- i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;
- ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;
 - (a) All typing and other clerical duties;
 - (b) Scheduling appointments;
 - (c) Answering telephones;
 - (d) Facilities and equipment maintenance and cleaning services; and
 - (e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the parties hereto.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.**

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also fully indemnify, save and hold harmless, forever, the Company therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either party upon ninety (90) days prior written notice, and furthermore, this Agreement may be

immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

- (i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;
- (ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;
- (iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;
- (iv) The conviction of the Independent Contractor for a crime punishable as a felony;
- (v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;
- (vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;
- (vii) The failure of the Independent Contractor to provide or perform services as required hereunder;
- (viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;
- (ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;
- (x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;
- (xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;
- (xii) The death of the Independent Contractor; and
- (xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph i, titled "Malpractice Insurance," of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall be provided coverage for 1 year and endorsement tail coverage for the first year of professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. Evidence that the premiums are paid and that the policies are in full force and effect shall be provided to the Independent Contractor. After the first (1) year of signed contract the payment for Malpractice Insurance coverage becomes the obligation of the Independent Contractor. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company) unless the termination is within the first (1) year of signed contract and Company is responsible for endorsement coverage. After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. **Indemnification.** Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify, defend and hold harmless, forever, Company and its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the parties, and shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. **Independent Contractor Relationship.** Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other party to this Agreement or due and owing by either party's employees. The parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the parties hereto is to be considered a partner, an agent or an

employee of the other, and/or of the principals thereof, for any purpose whatsoever. The parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor also agrees to fully indemnify (including attorney's fees and expenses), save and hold harmless forever Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent

Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. Confidential, Trade Secret Information. The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, indefinitely, the Independent Contractor shall keep and maintain such information confidential and secret.

p. Agency. Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. Restrictive Covenants.

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor shall not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, entity, firm or business, do as follows:

(i) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, employ or attempt to take away any employees, staff, contractors, agents, vendors, customers, representatives or medical directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or medical directors to alter, amend, modify or terminate their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, contractors, agents, vendors, customers, representatives or medical directors;

(ii) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such Providers to alter, amend, modify or terminate its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, staff, agents, representatives, contractors, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. **Injunctive Relief.**

i. Irreparable harm shall be presumed if the Independent Contractor breaches any provision or covenant of this Agreement. The faithful performance of all provisions and covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions and covenants hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any provision or covenant of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such provision or covenant of this Agreement, Company shall hereby be deemed entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions or covenants hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in any court, any and all other remedies available to Company for any breach or threatened breach of this Agreement, including, without limitation, the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach of this Agreement.

s. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective party as follows:

Independent Contractor:

**Joseph A. Foster, MD
2079 Waterfront Drive
Southside, AL 35907**

Company:

Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road, Ste 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either party hereunder shall be valid unless such waiver shall be in writing and signed by the party against whom enforcement of any waiver is sought. No waiver by a party of a breach of any provision of this Agreement by the other party shall be construed as a waiver of any subsequent breach by such party. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph q, titled "Restrictive Covenants," hereof.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience of reference only, and shall not affect in any way the interpretation or meaning of this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of

Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

bb. **Governing Law.** This Agreement shall be governed, by and interpreted in accordance with the laws of the State of Alabama.

cc. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.


dd. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

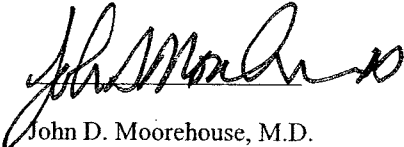
ee. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:


ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By:  10/19/05
Secretary


John D. Moorehouse, M.D.
Its President "Company"

(Corporate Seal)

Witness:



9/21/05

Date

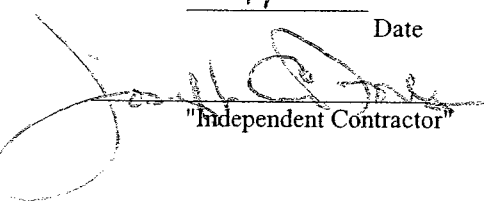
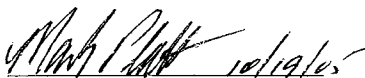

"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

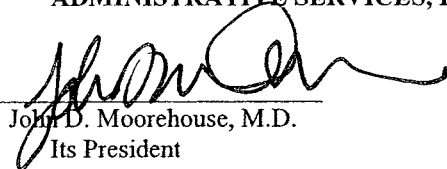
During the term of this Agreement, AERAS shall pay to the **Independent Contractor**, on the 30th day of the following month for which such payment is due, for professional services provided hereunder by the **Independent Contractor at Baptist Medical Center South, Baptist Medical Center East and Baptist Prattville Hospital**. The **Independent Contractor** will be paid the higher of either a minimum base of **\$145** per hour or an incentive compensation based proportionally on the amount of charges generated and the number of patients seen. The incentive portion of the **Independent Contractor's** compensation is calculated on the work performance 2 months in arrears.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.


Secretary

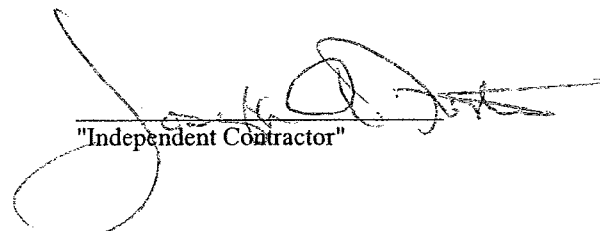
By:


John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:




"Independent Contractor"

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 13 day of March, 2006, between ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("Company") and DAVID A. HINES, MD ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments and medical facilities of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.
- b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, medical and surgical services for and on behalf of Company subject to the following:
 - i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;
 - ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;
 - iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and
 - iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

- i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;
- ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;
- (a) All typing and other clerical duties;
- (b) Scheduling appointments;
- (c) Answering telephones;
- (d) Facilities and equipment maintenance and cleaning services; and
- (e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the parties hereto.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** See Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also fully indemnify, save and hold harmless, forever, the Company therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either party upon ninety (90) days prior written notice, and furthermore, this Agreement may be

immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

- (i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;
- (ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;
- (iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;
- (iv) The conviction of the Independent Contractor for a crime punishable as a felony;
- (v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;
- (vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;
- (vii) The failure of the Independent Contractor to provide or perform services as required hereunder;
- (viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;
- (ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;
- (x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;
- (xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;
- (xii) The death of the Independent Contractor; and
- (xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph i, titled "Malpractice Insurance," of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor is responsible for providing coverage for 1 year and endorsement tail coverage for the first year of professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. Evidence that the premiums are paid and that the policies are in full force and effect shall be provided to the Independent Contractor. After the first (1) year of signed contract the payment for Malpractice Insurance coverage becomes the obligation of the Independent Contractor. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company) unless the termination is within the first (1) year of signed contract and Company is responsible for endorsement coverage. After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. **Indemnification.** Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify, defend and hold harmless, forever, Company and its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the parties, and shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. **Independent Contractor Relationship.** Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other party to this Agreement or due and owing by either party's employees. The parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the parties hereto is to be considered a partner, an agent or an

employee of the other, and/or of the principals thereof, for any purpose whatsoever. The parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. **Independent Contractor's Warranties.** The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. **Maintain Certifications.** The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor also agrees to fully indemnify (including attorney's fees and expenses), save and hold harmless forever Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent

Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. Confidential, Trade Secret Information. The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, indefinitely, the Independent Contractor shall keep and maintain such information confidential and secret.

p. Agency. Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. Restrictive Covenants.

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor shall not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, entity, firm or business, do as follows:

(i) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, employ or attempt to take away any employees, staff, contractors, agents, vendors, customers, representatives or medical directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or medical directors to alter, amend, modify or terminate their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, contractors, agents, vendors, customers, representatives or medical directors;

(ii) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such Providers to alter, amend, modify or terminate its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, staff, agents, representatives, contractors, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. **Injunctive Relief.**

i. Irreparable harm shall be presumed if the Independent Contractor breaches any provision or covenant of this Agreement. The faithful performance of all provisions and covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions and covenants hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any provision or covenant of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such provision or covenant of this Agreement, Company shall hereby be deemed entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions or covenants hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in any court, any and all other remedies available to Company for any breach or threatened breach of this Agreement, including, without limitation, the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach of this Agreement.

s. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective party as follows:

Independent Contractor:

David A. Hines, MD
994 Lee Road 380
Valley, AL 36854

Company:

Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road, Ste 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either party hereunder shall be valid unless such waiver shall be in writing and signed by the party against whom enforcement of any waiver is sought. No waiver by a party of a breach of any provision of this Agreement by the other party shall be construed as a waiver of any subsequent breach by such party. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph q, titled "Restrictive Covenants," hereof.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience of reference only, and shall not affect in any way the interpretation or meaning of this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent

Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

bb. **Governing Law.** This Agreement shall be governed, by and interpreted in accordance with the laws of the State of Alabama.

cc. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

dd. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ee. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: *Michelle Platt*
Secretary

John D. Moorehouse
John D. Moorehouse, M.D.
Its President "Company"

(Corporate Seal)

Witness:

Kathryn B. Kitchens
3/13/06
Date

Dan
"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

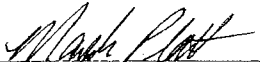
During the term of this Agreement, AERAS shall pay to the **Independent Contractor**, on the 30th day of the following month for which such payment is due, for professional services provided hereunder by the **Independent Contractor at Baptist Medical Center South, Baptist Medical Center East and Prattville Baptist Hospital.**

At Baptist Medical Center South, the **Independent Contractor** will be paid the higher of either a minimum base of **\$ 140** per hour or an incentive compensation based proportionally on the amount of charges generated and the number of patients seen.

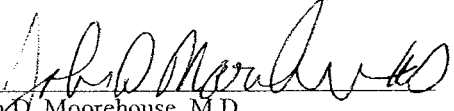
At Baptist Medical Center East and Prattville Baptist Hospital, the **Independent Contractor** will be paid the higher of either a minimum base of **\$ 120** per hour or an incentive compensation based proportionally on the amount of charges generated and the number of patients seen.

The incentive portion of the **Independent Contractor's** compensation is calculated on the work performance 2 months in arrears.

ATTEST:



Secretary

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: 
John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:


3/13/06
Date

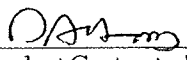

"Independent Contractor"


EXHIBIT 1
CONTRACT AMOUNT/AERAS

THIS REVISED COMPENSATION AGREEMENT is effective as of this the **FIRST DAY OF NOVEMBER 2006**, between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **DAVID A. HINES, MD** ("Independent Contractor").

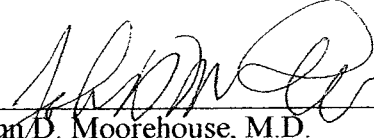
During the term of this Agreement, the **Company** shall pay to the **Independent Contractor**, on the 30th day of the following month for which such payment is due, for professional services provided hereunder by the **Independent Contractor at Baptist Medical Center South, Baptist Medical Center East and Baptist Prattville Hospital**. The **Independent Contractor** will be paid the higher of either a minimum base of \$ 140 per hour or an incentive compensation based proportionally on the amount of charges generated and the number of patients seen less mid-level provider deductions.

ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**



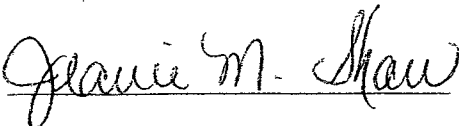
Secretary

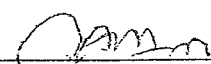
by: 

John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:





"Independent Contractor"

Date

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 1st day of DECEMBER, 2005, between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.** ("Company") and **JOSHUA KOTOUK, MD** ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments and medical facilities of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

- i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;
- ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;
 - (a) All typing and other clerical duties;
 - (b) Scheduling appointments;
 - (c) Answering telephones;
 - (d) Facilities and equipment maintenance and cleaning services; and
 - (e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the parties hereto.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.**

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also fully indemnify, save and hold harmless, forever, the Company therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either party upon ninety (90) days prior written notice, and furthermore, this Agreement may be

immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

- (i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;
- (ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;
- (iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;
- (iv) The conviction of the Independent Contractor for a crime punishable as a felony;
- (v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;
- (vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;
- (vii) The failure of the Independent Contractor to provide or perform services as required hereunder;
- (viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;
- (ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;
- (x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;
- (xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;
- (xii) The death of the Independent Contractor; and
- (xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph i, titled "Malpractice Insurance," of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall be provided coverage for 1 year and endorsement tail coverage for the first year of professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. Evidence that the premiums are paid and that the policies are in full force and effect shall be provided to the Independent Contractor. After the first (1) year of signed contract the payment for Malpractice Insurance coverage becomes the obligation of the Independent Contractor. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company) unless the termination is within the first (1) year of signed contract and Company is responsible for endorsement coverage. After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. **Indemnification.** Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify, defend and hold harmless, forever, Company and its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the parties, and shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. **Independent Contractor Relationship.** Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other party to this Agreement or due and owing by either party's employees. The parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the parties hereto is to be considered a partner, an agent or an

employee of the other, and/or of the principals thereof, for any purpose whatsoever. The parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor also agrees to fully indemnify (including attorney's fees and expenses), save and hold harmless forever Company, its agents, assigns, contractors, employees, attorneys, accountants, officers, directors, shareholders, principals, and other representatives, from any claim, demand, fine, fee, expense (including reasonable attorney fees and court costs), judgment, lien, award, settlement, loss, liability, diminution in value, assessment, obligation, payment or other cost of any nature or kind (whether known or unknown, fixed or unfixed, conditional or unconditional, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise) arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent

Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, indefinitely, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenants.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understands and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor shall not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, entity, firm or business, do as follows:

(i) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, employ or attempt to take away any employees, staff, contractors, agents, vendors, customers, representatives or medical directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or medical directors to alter, amend, modify or terminate their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, contractors, agents, vendors, customers, representatives or medical directors;

(ii) On behalf of himself, or on behalf of any other person, entity, firm or business, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such Providers to alter, amend, modify or terminate its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, staff, agents, representatives, contractors, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. **Injunctive Relief.**

i. Irreparable harm shall be presumed if the Independent Contractor breaches any provision or covenant of this Agreement. The faithful performance of all provisions and covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions and covenants hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any provision or covenant of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such provision or covenant of this Agreement, Company shall hereby be deemed entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions or covenants hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in any court, any and all other remedies available to Company for any breach or threatened breach of this Agreement, including, without limitation, the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach of this Agreement.

s. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective party as follows:

Independent Contractor:

**Joshua Kotouc, MD
1372 Anderson Ave.
Morgantown, WV 26505**

Company:

Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road, Ste 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either party hereunder shall be valid unless such waiver shall be in writing and signed by the party against whom enforcement of any waiver is sought. No waiver by a party of a breach of any provision of this Agreement by the other party shall be construed as a waiver of any subsequent breach by such party. No delay or omission on the part of either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph q, titled "Restrictive Covenants," hereof.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience of reference only, and shall not affect in any way the interpretation or meaning of this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of

Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If any term or provision hereof is deemed invalid or unenforceable by a court of competent jurisdiction, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

bb. **Governing Law.** This Agreement shall be governed, by and interpreted in accordance with the laws of the State of Alabama.

cc. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.


dd. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

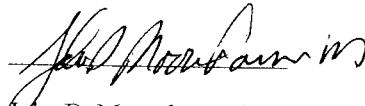
ee. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

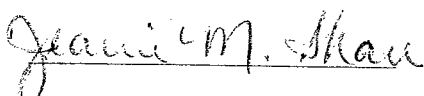
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: 
Secretary


John D. Moorehouse, M.D.
Its President "Company"

(Corporate Seal)

Witness:



12/01/2005
Date

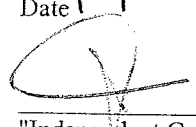

"Independent Contractor"

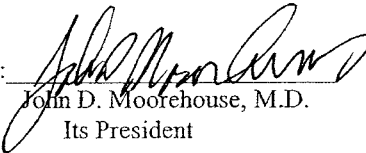
EXHIBIT 1
CONTRACT AMOUNT/AERAS

During the term of this Agreement, AERAS shall pay to the **Independent Contractor**, on the 30th day of the following month for which such payment is due, for professional services provided hereunder by the **Independent Contractor** at Baptist Medical Center South, Baptist Medical Center East and Baptist Prattville Hospital. The **Independent Contractor** will be paid the higher of either a minimum base of \$140 per hour or an incentive compensation based proportionally on the amount of charges generated and the number of patients seen. The incentive portion of the **Independent Contractor's** compensation is calculated on the work performance 2 months in arrears.

ATTEST:

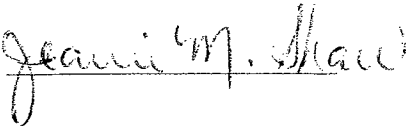
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.


Secretary

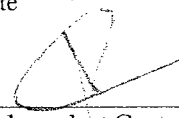
By: 
John D. Moorehouse, M.D.
Its President

(Corporate Seal)

Witness:


Jeanie M. Shaw

12/01/2005
Date


"Independent Contractor"

Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: David Gregory Alexander, D.O.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007


Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 4/1/2000

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Jesse W. Austin, Jr., M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007


Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 4/1/1986

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Victoria Lynn Beckman, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 6/1/2001

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: James M. Bradwell, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007


Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 7/1/2001

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Dante V. De Jesus, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

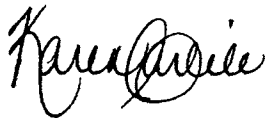
Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 7/15/2005

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Wallace G. Falero, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 4/22/1986

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY: 



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Joseph A. Foster, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 9/21/2005

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY: 



**Medical
Assurance**

— A ProAssurance Company

Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Carlos M. Gutierrez, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 8/1/2002

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: DAVID HINES MD
2105 E SOUTH BLVD
MONTGOMERY, AL - 36116

INSURERS AFFORDING COVERAGE
INSURER A: The Medical Protective Company
5814 Reed Road, Fort Wayne, IN 46835
NAIC number - 11843; www.medpro.com

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	646311	02/25/2007	02/25/2008	EACH OCCURRENCE \$ n,ull,000 PER CLAIM \$ FIRE DAMAGE (Any one fire) \$ 0,000 MED EXP (Any one person) \$ 0,000 PERSONAL & ADV INJURY \$ 0,000 GENERAL AGGREGATE \$ n,ull,000 PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE RETRO DATE: 02/01/2000	646311	02/25/2007	02/25/2008	PER OCCURRENCE \$ PER CLAIM \$ 1,000,000 ANNUAL AGGREGATE \$ 3,000,000
	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EA ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER: EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE:				PER OCCURRENCE LIMIT OF DEFENCE \$ AGGREGATE LIMIT OF DEFENCE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

SC DAVID A HINES MD PC

CERTIFICATE HOLDER:

Baptist Health Hospitals ATTN: Credentialing
2105 E South Blvd,
Montgomery, AL - 36116

CANCELLATION

THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY.

The Medical Protective Company Representative

M.T. VAL

CERTIFICATE OF LIABILITY INSURANCE

DATE: 02/13/2007

PRODUCER:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE
AFFORDED BY THE POLICIES BELOW.

INSURED: DAVID HINES MD
2105 E SOUTH BLVD
MONTGOMERY, AL - 36116

INSURERS AFFORDING COVERAGE

INSURER A: The Medical Protective Company

5814 Reed Road, Fort Wayne, IN 46835

NAIC number - 11843; www.medpro.com

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE
MAY BE ISSUED OR MAY PERTAIN.

THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.
AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	646311	02/25/2007	02/25/2008	EACH OCCURRENCE \$ 1,000,000 PER CLAIM \$ FIRE DAMAGE (Any one fire) \$ 0,000 MED EXP (Any one person) \$ 0,000 PERSONAL & ADV INJURY \$ 0,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>				COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	PROFESSIONAL LIABILITY <input type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> CLAIMS MADE RETRO DATE: 02/01/2000	646311	02/25/2007	02/25/2008	PER OCCURRENCE \$ PER CLAIM \$ 1,000,000 ANNUAL AGGREGATE \$ 3,000,000
	EXCESS LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EA ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
	OTHER: EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE:				PER OCCURRENCE LIMIT OF DEFENCE \$ AGGREGATE LIMIT OF DEFENCE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

SC DAVID A HINES MD PC

CERTIFICATE HOLDER:

AERAS, PC ATTN Kathryn Kitchens
4160 Carmichael Rd,
Montgomery, AL - 36106

CANCELLATION

THE MEDICAL PROTECTIVE COMPANY WILL NOT BE
RESPONSIBLE FOR INFORMING THE CERTIFICATE
HOLDER OF ANY CHANGES IN COVERAGE OR IN
THE
LIMITS OF LIABILITY OR IN THE EVENT OF THE
TERMINATION OR CANCELLATION OF THE POLICY.

The Medical Protective Company Representative

M. T. Hall

AERAS 0338



**Medical
Assurance**

— A ProAssurance Company

Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Joshua T. Kotouc, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 1/10/2006

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY: 



**Medical
Assurance**

— A ProAssurance Company

Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Julian Mahaganasan, M.D.

Policy Number: MP44122

Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 4/4/2002

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: John D. Moorehouse, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 4/1/1986

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY: 



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Julio E. Rios, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 5/27/1998

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY: 



Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Ronald A. Shaw, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 6/1/1996

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY: 

Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: George Cicero Smith, Jr MD

Policy Number: MP44122

Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 1/7/2005

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:





Certificate of Insurance

TO: Alabama Emergency Room Administrative Services, P.
Credentialing
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

THIS IS TO CERTIFY THAT as of this date, the following described insurance is in existence with The Medical Assurance Company, Inc.. It is the INSURED'S responsibility to advise third parties, including the holder of this certificate, of any changes in this insurance POLICY or the expiration or cancellation of this POLICY.

Insured: Joel C. Sullivan, M.D.

Policy Number: MP44122
Policy Period: 2/20/2006 to 2/20/2007

Professional Liability Limits: \$1,000,000 per incident
\$3,000,000 aggregate

Retroactive Date: 2/1/1986

This Certificate of Insurance does not amend, extend or alter the coverage provided by the above-described POLICY.

Certified today, February 16, 2006:

BY:

A handwritten signature in black ink, appearing to read 'Karen D. Sullivan'.

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. Greg Alexander

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	37,999.44	(1,893.00)	(668.00)	(93.49)		(27.30)			35,317.65
2/28/2006	40,341.27	(1,893.00)	(668.00)	(93.49)		(4.45)		(100.00)	37,582.33
3/31/2006	40,700.92	(3,365.00)	(768.00)	(93.49)		(25.39)		(100.00)	36,349.04
4/28/2006	37,893.14	(3,365.00)	(768.00)	(93.49)		(27.05)		(100.00)	33,539.60
5/31/2006	38,679.32	(3,365.00)	(768.00)	(93.49)				(200.00)	34,252.83
6/30/2006	46,664.21	(3,365.00)	(768.00)	(93.49)		(38.57)		(100.00)	42,299.15
7/31/2006	40,884.84	(3,365.00)	(768.00)	(93.49)				(100.00)	36,558.35
8/31/2006	47,275.79	(3,365.00)	(768.00)	(93.49)				(100.00)	42,949.30
9/29/2006	40,426.11	(3,365.00)	(768.00)	(93.49)		(39.20)		(100.00)	36,060.42
10/31/2006	37,303.22	(3,365.00)	(768.00)	(93.49)				(100.00)	32,976.73
12/1/2006	39,979.13	(3,365.00)	(768.00)	(93.49)		(13.51)		(100.00)	35,639.13
12/29/2006	34,010.56	(3,365.00)	(768.00)	(93.49)		(31.83)		(100.00)	29,652.24
Totals	\$ 482,157.95	\$ (37,436.00)	\$ (9,016.00)	\$ (1,121.88)	\$ -	\$ (207.30)	\$ -	\$ (1,200.00)	433,176.77

YTD Physician Earnings-2006

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. Jesse Austin

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/25/2006	500.00								500.00
1/31/2006	28,369.44	(1,966.00)						(100.00)	26,303.44
2/24/2006	500.00								500.00
2/28/2006	26,619.66	(1,966.00)						(100.00)	24,553.66
3/24/2006	500.00								500.00
3/31/2006	25,760.48	(2,130.00)						(100.00)	23,530.48
4/25/2006	500.00								500.00
4/28/2006	23,714.48	(2,130.00)						(200.00)	21,384.48
5/25/2006	500.00								500.00
5/31/2006	25,970.93	(2,130.00)						(200.00)	23,640.93
6/23/2006	500.00								500.00
6/30/2006	29,785.95	(2,130.00)						(100.00)	27,555.95
7/25/2006	500.00								500.00
7/31/2006	30,583.02	(2,130.00)						(100.00)	28,353.02
8/25/2006	500.00								500.00
8/31/2006	25,718.23	(2,130.00)						(100.00)	23,488.23
9/25/2006	500.00								500.00
9/29/2006	32,680.30	(2,130.00)						(100.00)	30,450.30
10/25/2006	500.00								500.00
10/31/2006	28,943.61	(2,130.00)						(100.00)	26,713.61
11/24/2006	500.00								500.00
12/1/2006	30,353.06	(2,130.00)						(100.00)	28,123.06
12/22/2006	500.00								500.00
12/29/2006	30,479.44	(2,130.00)						(100.00)	28,249.44
Totals	\$ 344,978.60	\$ (25,232.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,400.00)	318,346.60

YTD Physician Earnings-2006

AERAS 0827

AERAS, P.C.
4160 Carmichael Road
Montgomery, AL 36106

YTD Earnings for Year Ending 2006
Dr. Victoria Beckman

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
BALANCE							1,500.00		
1/27/2006							1,500.00		1,500.00
1/31/2006	20,980.00	(2,250.00)	(250.00)	(34.59)		(6.00)			18,439.41
2/28/2006	22,291.71	(2,250.00)	(250.00)	(34.59)		(17.10)	(1,500.00)	(100.00)	18,140.02
3/31/2006	21,282.05	(2,250.00)	(288.00)	(34.59)		(21.00)	(1,500.00)		17,188.46
4/28/2006	19,901.50	(2,250.00)	(288.00)	(34.59)		(6.00)			17,322.91
5/31/2006	22,065.62	(2,250.00)	(288.00)	(34.59)					19,493.03
6/30/2006	20,090.02	(2,250.00)	(288.00)	(34.59)		(40.69)			17,476.74
7/31/2006	20,054.32	(2,250.00)	(288.00)	(34.59)		(12.00)			17,469.73
8/17/2006	-						5,000.00		5,000.00
8/31/2006	24,417.51	(2,250.00)	(288.00)	(34.59)		(39.00)			21,805.92
9/29/2006	25,861.73	(2,250.00)	(288.00)	(34.59)		(53.47)	(5,000.00)		18,235.67
10/31/2006	25,706.34	(2,250.00)	(288.00)	(34.59)		(37.49)			23,096.26
12/1/2006	24,267.32	(2,250.00)	(288.00)	(34.59)		(45.51)			21,649.22
12/29/2006	28,618.30	(2,250.00)	(288.00)	(34.59)		(17.55)			26,028.16
TOTAL	\$ 275,536.42	\$ (27,000.00)	\$ (3,380.00)	\$ (415.08)	\$ -	\$ (295.81)	\$ -	\$ (100.00)	\$ 242,845.53

Advances: Tr \$ 3,000.00
\$ (1,500.00)
\$ 1,500.00
\$ (1,500.00)
\$ (1,500.00)
\$ -

YTD Physician Earnings-2006

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. James Bradwell

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/25/2006	3,000.00								3,000.00
1/31/2006	42,357.94	(1,670.00)	(668.00)	(93.49)		(29.27)			39,897.18
2/24/2006	3,000.00								3,000.00
2/28/2006	32,219.19	(1,670.00)	(668.00)	(93.49)					29,787.70
3/24/2006	3,000.00								3,000.00
3/31/2006	29,793.01	(2,130.00)	(768.00)	(93.49)		(5.78)		(100.00)	26,695.74
4/25/2006	3,000.00								3,000.00
4/28/2006	30,807.88	(2,130.00)	(768.00)	(93.49)		(8.44)		(100.00)	27,707.95
5/25/2006	3,000.00								3,000.00
5/31/2006	31,370.05	(2,130.00)	(768.00)	(93.49)					28,378.56
6/23/2006	3,000.00								3,000.00
6/30/2006	31,954.61	(2,130.00)	(768.00)	(93.49)		(13.23)			28,949.89
7/11/2006	2,983.71								2,983.71
7/25/2006	3,000.00								3,000.00
7/31/2006	39,409.42	(2,130.00)	(768.00)	(93.49)		(11.35)			36,406.58
8/25/2006	3,000.00								3,000.00
8/31/2006	39,145.28	(2,130.00)	(768.00)	(93.49)					36,153.79
9/25/2006	3,000.00								3,000.00
9/29/2006	43,283.06	(2,130.00)	(768.00)	(93.49)		(38.76)			40,252.81
10/25/2006	3,000.00								3,000.00
10/31/2006	35,200.11	(2,130.00)	(768.00)	(93.49)		(23.18)			32,185.44
11/24/2006	3,000.00								3,000.00
12/1/2006	38,979.90	(2,130.00)	(768.00)	(93.49)		(12.93)			35,975.48
12/22/2006	3,000.00								3,000.00
12/29/2006	31,210.79	(2,130.00)	(768.00)	(93.49)		(10.41)			28,208.89
	\$ 464,714.95	\$ (24,640.00)	\$ (9,016.00)	\$ (1,121.88)	\$ -	\$ (153.35)	\$ -	\$ (200.00)	429,583.72

YTD Physician Earnings-2006

AERAS 0829

AERAS, P.C.
4160 Carmichael Road
Montgomery, AL 36106

YTD Earnings for Year Ending 2006
Dr. Wallace Falero

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	27,567.96	(1,966.00)	(668.00)	(93.49)	(283.32)	(9.18)		(100.00)	24,447.97
2/28/2006	22,629.85	(1,966.00)	(668.00)	(93.49)	(283.32)	(13.05)		(600.06)	19,005.93
3/31/2006	22,425.28	(2,067.00)	(768.00)	(93.49)	(283.32)	(11.46)		(401.58)	18,800.43
4/28/2006	23,402.27	(2,067.00)	(768.00)	(93.49)	(283.32)	(25.51)		(300.08)	19,864.87
5/31/2006	21,030.78	(2,067.00)	(768.00)	(93.49)	(283.32)			(300.08)	17,518.89
6/30/2006	24,759.79	(2,067.00)	(768.00)	(93.49)	(283.32)	(64.69)		(408.44)	21,074.85
7/31/2006	17,530.21	(2,067.00)	(768.00)	(93.49)	(283.32)	(6.00)		(298.44)	14,013.96
8/31/2006	17,191.27	(2,067.00)	(768.00)	(93.49)	(283.32)	(9.00)		(898.44)	13,072.02
9/29/2006	22,062.85	(2,067.00)	(768.00)	(93.49)	(283.32)	(59.44)		(898.44)	17,893.16
10/31/2006	19,335.25	(2,067.00)	(768.00)	(93.49)	(283.32)	(23.57)		(954.23)	15,145.64
12/1/2006	24,751.22	(2,067.00)	(768.00)	(93.49)	(283.32)	(70.61)		(354.23)	21,114.57
12/29/2006	29,188.54	(2,067.00)	(768.00)	(93.49)	(283.32)	(37.94)		(354.23)	25,584.56
Totals	\$ 271,875.27	\$ (24,602.00)	\$ (9,016.00)	\$ (1,121.88)	\$ (3,399.84)	\$ (330.45)	\$ -	\$ (5,868.25)	227,536.85

YTD Physician Earnings-2006

AERAS 0830

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006

Dr. Joseph Foster

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	15,623.75								15,623.75
2/28/2006	15,841.25								15,841.25
3/31/2006	3,770.00								3,770.00
4/28/2006	3,552.50								3,552.50
7/31/2006	3,480.00							(100.00)	3,380.00
	-								-
	-								-
	-								-
	-								-
Totals	\$ 42,267.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (100.00)	\$ 42,167.50

YTD Physician Earnings-2006

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. Carlos Gutierrez

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	32,310.56	(1,965.00)	(250.00)			(25.58)			30,069.98
2/28/2006	31,677.05	(1,965.00)	(250.00)			(69.79)			29,392.26
3/31/2006	32,481.51	(1,965.00)	(288.00)			(53.67)			30,174.84
4/28/2006	26,616.64	(1,965.00)	(288.00)			(30.97)			24,332.67
5/31/2006	26,935.42	(1,965.00)	(288.00)					(41.52)	24,640.90
6/30/2006	32,495.80	(1,965.00)	(288.00)			(74.66)			30,168.14
7/31/2006	28,399.24	(1,965.00)	(288.00)			(17.70)			26,128.54
8/31/2006	33,648.20	(1,965.00)	(288.00)						31,395.20
9/29/2006	32,645.24	(1,965.00)	(288.00)			(69.42)		(19.40)	30,303.42
10/31/2006	28,780.10	(1,965.00)	(288.00)			(5.83)		(24.92)	26,496.35
12/1/2006	25,280.14	(1,965.00)	(288.00)			(40.39)			22,986.75
12/29/2006	28,191.18	(1,965.00)	(288.00)			(18.86)			25,919.32
Totals	\$ 359,461.08	\$ (23,580.00)	\$ (3,380.00)	\$ -	\$ -	\$ (406.87)	\$ -	\$ (85.84)	\$ 332,008.37

YTD Physician Earnings-2006

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006

Dr. David A. Hines

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
2/1/2006	-						5,000.00		5,000.00
3/15/2006	-						5,000.00		5,000.00
4/6/2006	2,400.00								2,400.00
4/28/2006	14,800.00							(175.00)	14,625.00
5/31/2006	29,040.00								29,040.00
6/30/2006	39,143.77						(2,000.00)		37,143.77
7/31/2006	44,333.09						(2,000.00)		42,333.09
8/31/2006	42,079.31						(2,000.00)		40,079.31
9/29/2006	37,395.29						(2,000.00)		35,395.29
10/31/2006	30,392.42					(5.48)	(2,000.00)		28,386.94
12/1/2006	31,820.57								31,820.57
12/29/2006	27,598.43								27,598.43
Totals	\$ 299,002.88	\$ -	\$ -	\$ -	\$ -	\$ (5.48)	\$ -	\$ (175.00)	\$ 298,822.40

YTD Physician Earnings-2006

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. Joshua Kotouc

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
2/14/2006	-						4,000.00		4,000.00
2/28/2006	9,800.00						(4,000.00)		5,800.00
	-								-
Totals	\$ 9,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,800.00

YTD Physician Earnings-2006

AERAS 0834

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. Julian Maha

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	25,372.52	(1,650.00)							23,722.52
2/28/2006	20,085.64	(1,650.00)							18,435.64
3/31/2006	17,514.97	(2,300.00)							15,214.97
4/28/2006	25,079.37	(2,300.00)							22,673.95
5/31/2006	17,865.02	(2,300.00)				(5.42)		(100.00)	15,565.02
6/30/2006	24,505.92	(2,300.00)							22,205.92
7/31/2006	19,442.95	(2,300.00)							17,142.95
8/31/2006	18,322.19	(2,300.00)							16,022.19
9/29/2006	23,997.56	(2,300.00)							21,697.56
10/31/2006	21,527.98	(2,300.00)							19,227.98
12/1/2006	21,342.18	(2,300.00)							19,042.18
12/29/2006	19,511.12	(2,300.00)							17,211.12
Totals	\$ 254,567.42	\$ (26,300.00)	\$ -	\$ -	\$ -	\$ (5.42)	\$ -	\$ (100.00)	228,162.00

YTD Physician Earnings-2006

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. James Matic

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	500.00								500.00
2/28/2006	500.00								500.00
Totals	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,000.00

YTD Physician Earnings-2006

AERAS 0836

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. John Moorehouse

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	26,386.13	(1,664.00)	(668.00)	(112.12)		(56.46)		(100.00)	23,785.55
2/28/2006	24,003.12	(1,664.00)	(668.00)	(112.12)		(26.51)		(100.00)	21,432.49
3/31/2006	23,865.00	(1,920.00)	(768.00)	(112.12)				(100.00)	20,964.88
4/28/2006	26,883.18	(1,920.00)	(768.00)	(112.12)		(32.08)		(100.00)	23,950.98
5/31/2006	25,788.30	(1,920.00)	(768.00)	(112.12)				(100.00)	22,888.18
6/30/2006	23,190.00	(1,920.00)	(768.00)	(146.71)		(78.38)		(100.00)	20,176.91
7/31/2006	20,385.00	(1,920.00)	(768.00)	(146.71)		(49.57)		(100.00)	17,400.72
8/31/2006	23,017.22	(1,920.00)	(768.00)	(146.71)		(17.58)		(100.00)	20,064.93
9/29/2006	17,980.64	(1,920.00)	(768.00)	(146.71)		(221.51)		(100.00)	14,824.42
10/31/2006	20,185.53	(1,920.00)	(768.00)	(146.71)		(19.95)		(100.00)	17,230.87
12/1/2006	21,510.00	(1,920.00)	(768.00)	(146.71)		(80.17)		(100.00)	18,495.12
12/29/2006	24,660.00	(1,920.00)	(768.00)	(146.71)		(81.68)		(100.00)	21,643.61
Totals	\$ 277,854.12	\$ (22,528.00)	\$ (9,016.00)	\$ (1,587.57)	\$ -	\$ (663.89)	\$ -	\$ (1,200.00)	242,858.66

YTD Physician Earnings-2006

AERAS, P.C.
4160 Carmichael Road
Montgomery, AL 36106

YTD Earnings for Year Ending 2006
Dr. Julio Rios

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/25/2006	7,000.00								7,000.00
1/31/2006	42,833.22	(2,068.00)	(668.00)	(93.49)		(55.54)			39,948.19
2/24/2006	7,000.00								7,000.00
2/28/2006	48,011.90	(2,068.00)	(668.00)	(93.49)		(73.80)			45,108.61
3/24/2006	7,000.00								7,000.00
3/31/2006	35,519.81	(2,240.00)	(768.00)	(93.49)		(57.72)			32,360.60
4/25/2006	7,000.00								7,000.00
4/28/2006	45,960.89	(2,240.00)	(768.00)	(93.49)		(46.40)		(460.93)	42,352.07
5/25/2006	7,000.00								7,000.00
5/31/2006	38,185.06	(2,240.00)	(768.00)	(93.49)					35,083.57
6/23/2006	7,000.00								7,000.00
6/30/2006	40,251.05	(2,240.00)	(768.00)	(93.49)		(236.11)			36,913.45
7/25/2006	22,000.00								22,000.00
7/31/2006	44,472.13	(2,240.00)	(768.00)	(93.49)		(88.87)			41,281.77
8/25/2006	10,000.00								10,000.00
8/31/2006	61,246.64	(2,240.00)	(768.00)	(93.49)					58,145.15
9/25/2006	10,000.00								10,000.00
9/29/2006	53,344.03	(2,240.00)	(768.00)	(93.49)		(222.09)			50,020.45
10/25/2006	10,000.00								10,000.00
10/31/2006	37,531.15	(2,240.00)	(768.00)	(93.49)		(20.80)			34,408.86
11/24/2006	10,000.00								10,000.00
12/1/2006	39,694.06	(2,240.00)	(768.00)	(93.49)		(78.07)		(292.50)	36,222.00
12/22/2006	10,000.00								10,000.00
12/29/2006	43,312.62	(2,240.00)	(768.00)	(93.49)		(153.43)			40,057.70
Totals	\$ 644,362.56	\$ (26,536.00)	\$ (9,016.00)	\$ (1,121.88)	\$ -	\$ (1,032.83)	\$ -	\$ (753.43)	\$ 605,902.42

YTD Physician Earnings-2006

AERAS 0838

AERAS, P.C.
4160 Carmichael Road
Montgomery, AL 36106

YTD Earnings for Year Ending 2006
Dr. Ronald Shaw

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/25/2006	1,000.00								1,000.00
1/31/2006	30,153.09	(1,825.00)	(668.00)	(93.49)		(39.38)		(100.00)	27,427.22
2/24/2006	1,000.00								1,000.00
2/28/2006	28,157.14	(1,825.00)	(668.00)	(93.49)		(94.71)		(490.00)	24,985.94
3/24/2006	1,000.00								1,000.00
3/31/2006	30,639.72	(2,130.00)	(768.00)	(93.49)		(73.09)		(119.35)	27,455.79
4/25/2006	1,000.00								1,000.00
4/28/2006	35,127.19	(2,130.00)	(768.00)	(93.49)		(90.22)		(100.00)	31,945.48
5/25/2006	1,000.00								1,000.00
5/31/2006	38,827.05	(2,130.00)	(768.00)	(93.49)				(118.90)	35,716.66
6/23/2006	1,000.00								1,000.00
6/30/2006	35,400.90	(2,130.00)	(768.00)	(93.49)		(135.68)		(100.00)	32,173.73
7/25/2006	1,000.00								1,000.00
7/31/2006	30,292.94	(2,130.00)	(768.00)	(93.49)		(37.07)		(162.06)	27,102.32
8/25/2006	1,000.00								1,000.00
8/31/2006	27,020.72	(2,130.00)	(768.00)	(93.49)				(132.13)	23,897.10
9/25/2006	1,000.00								1,000.00
9/29/2006	34,241.89	(2,130.00)	(768.00)	(93.49)		(92.27)		(162.08)	30,996.05
10/25/2006	1,000.00								1,000.00
10/31/2006	27,930.37	(2,130.00)	(768.00)	(93.49)		(26.88)		(700.00)	24,212.00
11/24/2006	1,000.00								1,000.00
12/1/2006	33,559.90	(2,130.00)	(768.00)	(93.49)		(52.11)		(122.95)	30,393.35
12/22/2006	1,000.00								1,000.00
	-								-
	-								-
	-								-
Totals	\$ 363,350.91	\$ (22,820.00)	\$ (8,248.00)	\$ (1,028.39)	\$ -	\$ (641.41)	\$ -	\$ (2,307.47)	\$ 328,305.64

YTD Physician Earnings-2006

AERAS 0839

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. George "Buddy" Smith

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/23/2006	12,970.00					(3.04)			12,966.96
4/19/2006	13,440.00								13,440.00
6/30/2006	8,760.00					(17.58)			8,742.42
7/31/2006	16,070.00					(8.96)			16,061.04
8/31/2006	14,880.00								14,880.00
9/29/2006	8,760.00					(14.68)			8,745.32
10/31/2006	8,590.00					(9.28)			8,580.72
12/1/2006	10,800.00					(14.53)			10,785.47
12/29/2006	13,140.00					(4.66)		136.13	13,271.47
	-								-
Totals	\$ 107,410.00	\$ -	\$ -	\$ -	\$ -	\$ (72.73)	\$ -	\$ 136.13	\$ 107,473.40

YTD Physician Earnings-2006

AERAS 0840

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2006
 Dr. Joel Sullivan

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2006	29,168.65	(1,682.00)						(100.00)	27,386.65
2/28/2006	20,545.71	(1,682.00)						(100.00)	18,763.71
3/31/2006	23,243.94	(2,058.00)						(100.00)	21,085.94
4/28/2006	26,887.88	(2,058.00)						(100.00)	24,729.88
5/31/2006	24,886.35	(2,058.00)						(100.00)	22,728.35
6/30/2006	24,091.21	(2,058.00)						(100.00)	21,933.21
7/31/2006	24,978.57	(2,058.00)						(100.00)	22,820.57
8/31/2006	27,789.50	(2,058.00)						(100.00)	25,631.50
9/29/2006	32,252.17	(2,058.00)						(100.00)	30,094.17
10/31/2006	25,877.09	(2,058.00)						(100.00)	23,719.09
12/1/2006	25,632.01	(2,058.00)						(100.00)	23,474.01
12/29/2006	26,450.00	(2,058.00)						(100.00)	24,292.00
Totals	\$ 311,803.08	\$ (23,944.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,200.00)	286,659.08

YTD Physician Earnings-2006

AERAS 0841

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Greg Alexander

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	500.00								500.00
1/31/2005	35,045.44	(2,640.00)	(596.00)	(93.49)		(43.86)		(100.00)	31,572.09
3/1/2005	43,067.18	(1,966.00)	(596.00)	(93.49)		(53.45)		(300.00)	40,058.24
3/31/2005	30,981.26	(1,893.00)	(668.00)	(93.49)		(43.59)		(200.00)	28,083.18
5/2/2005	34,568.60	(1,893.00)	(668.00)	(93.49)		(15.99)		-	31,898.12
5/4/2005	1,140.02								1,140.02
5/31/2005	38,335.75	(1,893.00)	(668.00)	(93.49)		(18.01)		(100.00)	35,563.25
6/30/2005	40,928.32	(1,893.00)	(668.00)	(93.49)		(20.31)		(100.00)	38,153.52
7/29/2005	36,600.50	(1,893.00)	(668.00)	(93.49)		(17.15)		(100.00)	33,828.86
8/31/2005	34,295.87	(1,893.00)	(668.00)	(93.49)		(15.36)		(100.00)	31,526.02
9/30/2005	33,429.56	(1,893.00)	(668.00)	(93.49)				(300.00)	30,475.07
10/31/2005	41,379.38	(1,893.00)	(668.00)	(93.49)		(65.79)		(100.00)	38,559.10
11/30/2005	33,984.48	(1,893.00)	(668.00)	(93.49)		(18.11)		100.00	31,411.88
12/30/2005	35,000.32	(1,893.00)	(668.00)	(93.49)		(8.94)		(410.00)	31,926.89
Totals	\$ 439,256.68	\$ (23,536.00)	\$ (7,872.00)	\$ (1,121.88)	\$ -	\$ (320.56)	\$ -	\$ (1,710.00)	404,696.24

YTD Physician Earnings-2005

AERAS 0842

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005

Dr. Jesse Austin

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	500.00								500.00
1/25/2005	500.00								500.00
1/31/2005	24,223.83	(2,738.00)						(100.00)	21,385.83
2/25/2005	500.00								500.00
3/1/2005	25,982.12	(2,130.00)						(100.00)	23,752.12
3/25/2005	500.00								500.00
3/31/2005	28,538.62	(1,966.00)						(100.00)	26,472.62
4/25/2005	500.00								500.00
5/2/2005	26,556.17	(1,966.00)						(100.00)	24,490.17
5/25/2005	500.00								500.00
5/31/2005	27,520.58	(1,966.00)						(100.00)	25,454.58
6/24/2005	500.00								500.00
6/30/2005	30,378.41	(1,966.00)						(200.00)	28,212.41
7/25/2005	500.00								500.00
7/29/2005	30,194.34	(1,966.00)						(100.00)	28,128.34
8/25/2005	500.00								500.00
8/31/2005	29,530.11	(1,966.00)						(100.00)	27,464.11
9/23/2005	500.00								500.00
9/30/2005	29,176.44	(1,966.00)						(100.00)	27,110.44
10/25/2005	500.00								500.00
10/31/2005	29,340.76	(1,966.00)						(100.00)	27,274.76
11/25/2005	500.00								500.00
11/30/2005	28,319.47	(1,966.00)						(100.00)	26,253.47
12/23/2005	500.00								500.00
12/30/2005	28,715.95	(1,966.00)						(410.00)	26,339.95
Totals	\$ 344,976.80	\$ (24,528.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,610.00)	318,838.80

YTD Physician Earnings-2005

AERAS 0843

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Victoria Beckman

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	500.00								500.00
1/31/2005	18,194.72		(450.00)	(69.18)		(5.17)			17,670.37
2/10/2005	-						2,000.00		2,000.00
3/1/2005	16,874.33		(450.00)	(69.18)		(3.93)	(2,000.00)		14,351.22
3/31/2005	14,923.88		(250.00)	(34.59)		(3.00)			14,636.29
5/2/2005	16,329.17		(250.00)	(34.59)		(10.44)			16,034.14
5/31/2005	15,275.72		(250.00)	(34.59)		(9.77)			14,981.36
6/30/2005	4,762.53		(250.00)	(34.59)				(390.00)	4,087.94
6/30/2005	-						3,000.00		3,000.00
7/29/2005	5,445.00		(250.00)	(34.59)		(3.65)	2,000.00		7,156.76
8/31/2005	20,687.25		(250.00)	(34.59)		(3.00)	(2,500.00)		17,899.66
9/30/2005	18,677.79		(250.00)	(34.59)		(4.07)	(2,500.00)	(16.15)	15,872.98
10/31/2005	17,583.46		(250.00)	(34.59)		(3.67)			17,295.20
11/30/2005	9,032.50	(2,250.00)	(250.00)	(34.59)				(165.00)	6,332.91
11/30/2005							3,000.00		3,000.00
12/30/2005	16,087.50	(2,250.00)	(250.00)	(34.59)		(23.18)	(1,500.00)	(310.00)	11,719.73
TOTAL	\$ 174,373.85	\$ (4,500.00)	\$ (3,400.00)	\$ (484.26)	\$ -	\$ (69.88)	\$ 1,500.00	\$ (881.15)	\$ 166,538.56

YTD Physician Earnings-2005

AERAS 0844

AERAS, P.C.
4160 Carmichael Road
Montgomery, AL 36106

YTD Earnings for Year Ending 2005

Dr. James Bradwell

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	500.00								500.00
1/25/2005	3,000.00								3,000.00
1/31/2005	39,512.55	(1,903.00)	(596.00)	(93.49)					36,920.06
2/25/2005	3,000.00								3,000.00
3/1/2005	37,586.79	(1,822.00)	(596.00)	(93.49)		(26.74)			35,048.56
3/25/2005	3,000.00								3,000.00
3/31/2005	37,218.00	(1,670.00)	(668.00)	(93.49)		(3.40)			34,783.11
4/25/2005	3,000.00								3,000.00
5/2/2005	36,604.36	(1,670.00)	(668.00)	(93.49)		(28.96)			34,143.91
5/4/2005	1,497.35								1,497.35
5/25/2005	3,000.00								3,000.00
5/31/2005	38,508.58	(1,670.00)	(668.00)	(93.49)		(26.84)		(100.00)	35,950.25
6/24/2005	3,000.00								3,000.00
6/30/2005	36,628.77	(1,670.00)	(668.00)	(93.49)		(5.39)		(390.00)	33,801.89
7/25/2005	3,000.00								3,000.00
7/29/2005	37,849.49	(1,670.00)	(668.00)	(93.49)		(7.60)			35,410.40
8/25/2005	3,000.00								3,000.00
8/31/2005	40,461.23	(1,670.00)	(668.00)	(93.49)					38,029.74
9/23/2005	3,000.00								3,000.00
9/30/2005	37,126.62	(1,670.00)	(668.00)	(93.49)				(200.00)	34,495.13
10/25/2005	3,000.00								3,000.00
10/31/2005	40,870.57	(1,670.00)	(668.00)	(93.49)		(7.41)			38,431.67
11/25/2005	3,000.00								3,000.00
11/30/2005	35,523.61	(1,670.00)	(668.00)	(93.49)		(4.32)		(600.00)	32,487.80
12/23/2005	3,000.00								3,000.00
12/30/2005	33,881.62	(1,670.00)	(668.00)	(93.49)		(20.82)		(310.00)	31,119.31
	\$ 489,769.54	\$ (20,425.00)	\$ (7,872.00)	\$ (1,121.88)	\$ -	\$ (131.48)	\$ -	\$ (1,600.00)	458,619.18

YTD Physician Earnings-2005

AERAS 0845

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Wallace Falero

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2005	27,525.00	(2,592.00)	(596.00)	(93.49)	(283.32)	(12.00)		(261.00)	23,687.19
3/1/2005	26,775.00	(2,130.00)	(596.00)	(93.49)	(283.32)	(12.00)		(261.00)	23,399.19
3/31/2005	18,780.00	(1,966.00)	(668.00)	(93.49)	(283.32)	(7.53)		(408.50)	15,353.16
5/2/2005	27,085.74	(1,966.00)	(668.00)	(93.49)	(283.32)	(12.00)		(261.00)	23,801.93
5/4/2005	19.16								19.16
5/31/2005	28,837.50	(1,966.00)	(668.00)	(93.49)	(283.32)	(18.00)		(261.00)	25,547.69
6/30/2005	26,550.00	(1,966.00)	(668.00)	(93.49)	(283.32)	(3.00)		(323.67)	23,212.52
7/29/2005	24,900.00	(1,966.00)	(668.00)	(93.49)	(283.32)	(12.73)		(583.48)	21,292.98
8/31/2005	24,330.00	(1,966.00)	(668.00)	(93.49)	(283.32)			(379.88)	20,939.31
9/30/2005	26,842.50	(1,966.00)	(668.00)	(93.49)	(283.32)	(38.39)		(868.49)	22,924.81
10/31/2005	19,305.00	(1,966.00)	(668.00)	(93.49)	(283.32)	(6.00)		(315.93)	15,972.26
11/30/2005	24,705.00	(1,966.00)	(668.00)	(93.49)	(283.32)	(12.00)		(901.62)	20,780.57
12/30/2005	11,700.00	(1,966.00)	(668.00)	(93.49)	(283.32)	(1.77)		(610.03)	8,077.39
Totals	\$ 287,354.90	\$ (24,382.00)	\$ (7,872.00)	\$ (1,121.88)	\$ (3,399.84)	\$ (135.42)	\$ -	\$ (5,435.60)	245,008.16

YTD Physician Earnings-2005

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Joseph Foster

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
10/31/2005	8,990.00					(5.32)		(175.00)	8,809.68
11/30/2005	23,490.00							(800.00)	22,690.00
12/30/2005	19,212.50								19,212.50
Totals	\$ 51,692.50	\$ -	\$ -	\$ -	\$ -	\$ (5.32)	\$ -	\$ (975.00)	50,712.18

YTD Physician Earnings-2005

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Carlos Gutierrez

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2005	32,783.16	(2,245.30)	(223.00)			(43.21)		(13.79)	30,257.86
3/1/2005	34,961.22	(1,965.00)	(223.00)			(51.78)			32,721.44
3/31/2005	38,164.91	(1,965.00)	(250.00)			(54.10)		(5.26)	35,890.55
5/2/2005	34,473.91	(1,965.00)	(250.00)			(37.05)		(108.32)	32,113.54
5/4/2005	1,619.02								1,619.02
5/31/2005	30,211.52	(1,965.00)	(250.00)			(58.78)			27,937.74
6/30/2005	37,278.67	(1,965.00)	(250.00)			(46.69)			35,016.98
7/29/2005	30,671.14	(1,965.00)	(250.00)			(27.36)		(26.61)	28,402.17
8/31/2005	30,317.33	(1,965.00)	(250.00)			(19.09)			28,083.24
9/30/2005	33,298.45	(1,965.00)	(250.00)					(200.00)	30,883.45
10/31/2005	39,875.05	(1,965.00)	(250.00)			(33.01)		(490.00)	37,137.04
11/30/2005	37,349.80	(1,965.00)	(250.00)			(19.14)		(600.00)	34,515.66
12/30/2005	39,784.62	(1,965.00)	(250.00)			(56.46)		(310.00)	37,203.16
Totals	\$ 420,788.80	\$ (23,860.30)	\$ (2,946.00)	\$ -	\$ -	\$ (446.67)	\$ -	\$ (1,753.98)	\$ 391,781.85

YTD Physician Earnings-2005

AERAS 0848

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005

Dr. Julian Maha

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2005	21,474.03	(1,240.00)	(223.00)	(34.59)				35.00	20,011.44
3/1/2005	24,341.30	(1,650.00)	(223.00)	(34.59)					22,433.71
3/31/2005	15,704.19	(1,650.00)	(250.00)	(34.59)					13,769.60
5/2/2005	19,855.37	(1,650.00)	(250.00)	(34.59)					17,920.78
5/31/2005	23,419.28	(1,650.00)	(250.00)	(34.59)					21,484.69
6/30/2005	21,554.27	(1,650.00)	(250.00)	(34.59)					19,619.68
7/29/2005	24,931.11	(1,650.00)	(250.00)	(34.59)		(21.14)		(341.64)	22,633.74
8/31/2005	23,117.19	(1,650.00)	(250.00)	(34.59)					21,182.60
9/30/2005	24,377.22	(1,650.00)						(200.00)	22,527.22
10/31/2005	23,498.00	(1,650.00)		15.62				200.00	22,063.62
11/30/2005	24,030.62	(1,650.00)							22,380.62
12/30/2005	25,471.61	(1,650.00)							23,821.61
Totals	\$ 271,774.19	\$ (19,390.00)	\$ (1,946.00)	\$ (261.10)	\$ -	\$ (21.14)	\$ -	\$ (306.64)	249,849.31

YTD Physician Earnings-2005

AERAS 0849

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. John Moorehouse

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	500.00								500.00
1/31/2005	24,732.23	(2,450.00)	(596.00)	(112.12)		(30.90)		(109.56)	21,433.65
3/1/2005	26,584.25	(1,792.00)	(596.00)	(112.12)		(42.65)		(100.00)	23,941.48
3/31/2005	31,039.15	(1,664.00)	(668.00)	(112.12)		(17.68)		(100.00)	28,477.35
5/2/2005	29,215.27	(1,664.00)	(668.00)	(112.12)		(32.78)		(100.00)	26,638.37
5/4/2005	1,130.44								1,130.44
5/31/2005	29,726.38	(1,664.00)	(668.00)	(112.12)		(42.13)		(100.00)	27,140.13
6/30/2005	34,401.63	(1,664.00)	(668.00)	(112.12)		(35.04)		(162.67)	31,759.80
7/29/2005	28,172.60	(1,664.00)	(668.00)	(112.12)		(50.65)		(100.00)	25,577.83
8/31/2005	23,685.26	(1,664.00)	(668.00)	(112.12)		(36.08)		(100.00)	21,105.06
9/30/2005	31,544.20	(1,664.00)	(668.00)	(112.12)				(155.00)	28,945.08
10/31/2005	21,223.37	(1,664.00)	(668.00)	(112.12)		(91.86)		(100.00)	18,587.39
11/30/2005	20,549.57	(1,664.00)	(668.00)	(112.12)		(35.20)		(100.00)	17,970.25
12/30/2005	20,364.76	(1,664.00)	(668.00)	(112.12)		(25.14)		(510.00)	17,385.50
Totals	\$ 322,869.11	\$ (20,882.00)	\$ (7,872.00)	\$ (1,345.44)	\$ -	\$ (440.11)	\$ -	\$ (1,737.23)	290,592.33

YTD Physician Earnings-2005

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Julio Rios

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	500.00								500.00
1/25/2005	7,000.00								7,000.00
1/31/2005	44,715.16	(2,738.00)	(596.00)	(93.49)		(75.62)		(100.00)	41,112.05
2/25/2005	7,000.00								7,000.00
3/1/2005	39,442.40	(2,240.00)	(596.00)	(93.49)		(81.81)		(100.00)	36,331.10
3/25/2005	7,000.00								7,000.00
3/31/2005	48,423.71	(2,068.00)	(668.00)	(93.49)		(58.37)		(407.00)	45,128.85
4/25/2005	7,000.00								7,000.00
5/2/2005	40,026.13	(2,068.00)	(668.00)	(93.49)		(84.65)		(604.50)	36,507.49
5/4/2005	1,820.20								1,820.20
5/25/2005	7,000.00								7,000.00
5/31/2005	42,205.94	(2,068.00)	(668.00)	(93.49)		(65.63)		(100.00)	39,210.82
6/24/2005	7,000.00								7,000.00
6/30/2005	44,227.79	(2,068.00)	(668.00)	(93.49)		(63.60)		(440.00)	40,894.70
7/25/2005	7,000.00								7,000.00
7/29/2005	46,311.79	(2,068.00)	(668.00)	(93.49)		(49.95)		(100.00)	43,332.35
8/25/2005	7,000.00								7,000.00
8/31/2005	54,783.26	(2,068.00)	(668.00)	(93.49)		(108.34)			51,845.43
9/23/2005	7,000.00								7,000.00
9/30/2005	43,312.06	(2,068.00)	(668.00)	(93.49)				(255.00)	40,227.57
10/25/2005	7,000.00								7,000.00
10/31/2005	43,636.96	(2,068.00)	(668.00)	(93.49)		(141.85)			40,665.62
11/25/2005	7,000.00								7,000.00
11/30/2005	44,478.41	(2,068.00)	(668.00)	(93.49)		(62.06)		(600.00)	40,986.86
12/23/2005	7,000.00								7,000.00
12/30/2005	58,458.41	(2,068.00)	(668.00)	(93.49)		(56.35)		(410.00)	55,162.57
Totals	\$ 636,342.22	\$ (25,658.00)	\$ (7,872.00)	\$ (1,121.88)	\$ -	\$ (848.23)	\$ -	\$ (3,116.50)	\$ 597,725.61

YTD Physician Earnings-2005

AERAS 0851

AERAS, P.C.
4160 Carmichael Road
Montgomery, AL 36106

YTD Earnings for Year Ending 2005
Dr. Ronald Shaw

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/3/2005	30,712.55	(2,738.00)	(823.00)	(93.49)		(42.07)		(100.00)	26,915.99
1/25/2005	1,000.00								1,000.00
1/31/2005	32,396.76	(2,738.00)	(596.00)	(93.49)		(17.63)		(1,282.30)	27,669.34
2/25/2005	1,000.00								1,000.00
3/1/2005	33,955.23	(1,966.00)	(596.00)	(93.49)		(71.98)		(166.43)	31,061.33
3/25/2005	1,000.00								1,000.00
3/31/2005	28,925.21	(1,825.00)	(668.00)	(93.49)		(35.22)		(119.98)	26,183.52
4/25/2005	1,000.00								1,000.00
5/2/2005	29,996.28	(1,825.00)	(668.00)	(93.49)		(29.89)		(100.00)	27,279.90
5/4/2005	1,235.82								1,235.82
5/25/2005	1,000.00								1,000.00
5/31/2005	28,175.06	(1,825.00)	(668.00)	(93.49)		(45.18)		(200.00)	25,343.39
6/24/2005	1,000.00								1,000.00
6/30/2005	32,541.85	(1,825.00)	(668.00)	(93.49)		(57.89)		(163.20)	29,734.27
7/25/2005	1,000.00								1,000.00
7/29/2005	32,870.14	(1,825.00)	(668.00)	(93.49)		(39.51)		(144.58)	30,099.56
8/25/2005	1,000.00								1,000.00
8/31/2005	38,014.92	(1,825.00)	(668.00)	(93.49)		(54.52)		(156.40)	35,217.51
9/23/2005	1,000.00								1,000.00
9/30/2005	30,746.81	(1,825.00)	(668.00)	(93.49)		(6.76)		(300.00)	27,853.56
10/25/2005	1,000.00								1,000.00
10/31/2005	30,079.57	(1,825.00)	(668.00)	(93.49)		(65.94)		(727.00)	26,700.14
11/25/2005	1,000.00								1,000.00
11/30/2005	26,183.12	(1,825.00)	(668.00)	(93.49)		(56.11)		(700.00)	22,840.52
12/23/2005	1,000.00								1,000.00
Totals	\$ 387,833.32	\$ (23,867.00)	\$ (8,027.00)	\$ (1,121.88)	\$ -	\$ (522.70)	\$ -	\$ (4,159.89)	\$ 350,134.85

YTD Physician Earnings-2005

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. George "Buddy" Smith

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
2/28/2005	600.00								600.00
3/1/2005	12,710.00								12,710.00
3/31/2005	6,505.00								6,505.00
5/2/2005	10,800.00								10,800.00
5/31/2005	8,845.00								8,845.00
7/25/2005	13,140.00								13,140.00
8/31/2005	20,275.00								20,275.00
9/30/2005	4,465.00							(200.00)	4,265.00
10/31/2005	15,135.00								15,135.00
11/30/2005	10,800.00							(600.00)	10,200.00
12/30/2005	16,160.00					(2.28)			16,157.72
Totals	\$ 119,435.00	\$ -	\$ -	\$ -	\$ -	\$ (2.28)	\$ -	\$ (800.00)	\$ 118,632.72

YTD Physician Earnings-2005

AERAS 0853

AERAS, P.C.
 4160 Carmichael Road
 Montgomery, AL 36106

YTD Earnings for Year Ending 2005
 Dr. Joel Sullivan

Check Date	Form 1099 Amount	Malpractice Insurance	Health Insurance	Dental Insurance	Disability Insurance	Cafeteria Charges	Advance	App. Fees/ Other	Net Check
1/31/2005	21,274.65	(2,475.00)						(100.00)	18,699.65
3/1/2005	22,549.34	(1,811.00)						(100.00)	20,638.34
3/31/2005	22,957.26	(1,682.00)						(100.00)	21,175.26
5/2/2005	25,985.67	(1,682.00)						(100.00)	24,203.67
5/31/2005	21,693.21	(1,682.00)						(100.00)	19,911.21
6/30/2005	27,856.77	(1,682.00)						(100.00)	26,074.77
7/29/2005	23,041.20	(1,682.00)						(100.00)	21,259.20
8/31/2005	27,493.94	(1,682.00)						(100.00)	25,711.94
9/30/2005	23,062.90	(1,682.00)						(100.00)	21,280.90
10/31/2005	26,270.08	(1,682.00)						(100.00)	24,488.08
11/30/2005	26,773.20	(1,682.00)						(100.00)	24,991.20
12/30/2005	26,945.35	(1,682.00)						(200.00)	25,063.35
Totals	\$ 295,903.57	\$ (21,106.00)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,300.00)	273,497.57

YTD Physician Earnings-2005

9602

Name (not your trade name)

Employer identification number

Part 2: Tell us about your deposit schedule for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see Pub. 15 (Circular E), section 11.

14 ☐ ☐ Write the state abbreviation for the state where you made your deposits OR write "MU" if you made your deposits in multiple states.15 Check one: ☐ Line 10 is less than \$2,500. Go to Part 3.☐ You were a monthly schedule depositor for the entire quarter. Fill out your tax liability for each month. Then go to Part 3.

Tax liability: Month 1

Month 2

Month 3

Total

Total must equal line 10.

☒ You were a semiweekly schedule depositor for any part of this quarter. Fill out Schedule B (Form 941) Report of Tax Liability for Semiweekly Schedule Depositors and attach it to this form.**Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.**16 If your business has closed and you do not have to file returns in the future ☐ Check here, and

enter the final date you paid wages

/ /

17 If you are a seasonal employer and you do not have to file a return for every quarter of the year ☐ Check here.**Part 4: May we contact your third-party designee?**

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name

Phone

() -

Personal Identification Number (PIN)

☐ ☐ ☐ ☐ ☐☐ No.**Part 5: Sign here**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Sign your name here

Ashley B Rogers

Print name and title

Ashley B. Rogers

Date

7 / 14 / 05

Phone

(334) 272-1050

Part 6: For paid preparers only (optional)

Preparer's signature

Firm's name

Address

Date

/ /

Phone

() -

EIN

ZIP code

SSN/PTIN

☐ Check if you are self-employed.

Schedule B (Form 941):

9603

Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2005)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number

63-0957661

Name (not your trade name)

Alabama Emergency Room Admin. Services

Report for this Quarter ...
(Check one.)

- ☐ 1: January, February, March
- ☒ 2: April, May, June
- ☐ 3: July, August, September
- ☐ 4: October, November, December

Use this schedule to show your tax liability for the quarter; DO NOT use it to show your deposits. You must fill out this form and attach it to Form 941 (or Form 941-SS) if you are a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 (Circular E), *Employer's Tax Guide*, for details.

Month 1

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15	23,838.70	23		31	
8		16		24			

Tax liability for Month 1

\$ 34,751.06

10,912.36

Month 2

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13	24,810.92	21		29	
6		14		22		30	
7		15		23		31	
8		16		24			

Tax liability for Month 2

\$ 35,679.21

10,868.29

Month 3

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15	25,173.16	23		31	
8		16		24			

Tax liability for Month 3

\$ 36,669.91

11,496.75

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) = Total tax liability for the quarter

Total must equal line 10 on Form 941 (or line 8 on Form 941-SS).

Total liability for the quarter

\$ 107,100.18

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 11967Q

Schedule B (Form 941) Rev. 1-2005

AERAS 0348

Employer Identification Number: 63-0957661

Quarter: 2 Ended 06/30/05

Name: AERAS, P.C. 2ND QTR 2005

Trade Name:

Address: 4160 CARMICHAEL ROAD
MONTGOMERY, ALABAMA 36106

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

Part 1:

1. Number of employees who received wages, tips, or other compensation for the pay period
including: Mar 12 (Quarter 1), June 12 (Quarter 2), Sept 12 (Quarter 3), Dec 12 (Quarter 4) { }

2. Wages, tips, and other compensation 340,194.79

3. Total income tax withheld from wages, tips, and other compensation 62,490.20

4. Check box if no wages, tips, and other compensation are subject to social security or Medicare tax . . []

5. Taxable social security and Medicare wages and tips:

5a. Taxable social security wages	280,194.79	X	.124	=	34,744.15
5b. Taxable social security tips . . . . .	.00	X	.124	=	.00
5c. Taxable Medicare wages and tips	340,194.79	X	.029	=	9,865.65
5d. Total social security and Medicare taxes					44,609.80

6. Total taxes before adjustments 107,100.00

7. Tax adjustments

7a. Current quarter's fractions of cents . . . . .	.18
7b. Current quarter's sick pay . . . . .	.00
7c. Current quarter's adjustments for tips and group-term life insurance . . . . .	.00
7d. Current year's income tax withholding . . . . .	.00
7e. Prior quarters' social security and Medicare taxes . . . . .	.00
7f. Special additions to federal income tax . . . . .	.00
7g. Special additions to social security and Medicare . . . . .	.00
7h. Total adjustments . . . . .	.18

8. Total taxes after adjustments 107,100.18

9. Advance earned income credit (EIC) payments made to employees00

10. Total taxes after adjustment for advance EIC 107,100.18

11. Total deposits for this quarter, including overpayment applied from a prior quarter 107,100.18

12. Balance due00

13. Overpayment00

Check one [] Apply to next return

[] Send a refund

Part 2:

14. The state where you made your deposits (or MU for deposits in multiple states)

15. Deposit schedule

15a. Check here if Line 10 is less than \$2500	{ }
15b. Check here if Monthly Depositor	{ }

Tax Liability: Month 1
Month 2
Month 3
Total

15c. Check here if semiweekly depositor for any part of this quarter { }
(See Schedule B for Detail)

AERAS 0349

Employer Identification Number: 63-0957661

Quarter: 2 Ended 06/30/05

Name: AERAS, P.C. 2ND QTR 2005

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

This schedule is used to show your tax liability for the quarter. The amounts below are in numbered spaces that correspond to the date the wages were paid.

MONTH 1

1.	.00	9.	.00	17.	.00	25.	.00	Tax liability for Month 1
								34,751.06

2.	.00	10.	.00	18.	.00	26.	.00
----	-----	-----	-----	-----	-----	-----	-----

3.	.00	11.	.00	19.	.00	27.	.00
----	-----	-----	-----	-----	-----	-----	-----

4.	.00	12.	.00	20.	.00	28.	.00
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5.	.00	13.	.00	21.	.00	29.	10,912.36
----	-----	-----	-----	-----	-----	-----	-----------

6.	.00	14.	.00	22.	.00	30.	.00
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7.	.00	15.	23,838.70	23.	.00	31.	.00
----	-----	-----	-----------	-----	-----	-----	-----

8.	.00	16.	.00	24.	.00		
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MONTH 2

1.	.00	9.	.00	17.	.00	25.	.00	Tax liability for Month 2
								35,679.21

2.	.00	10.	.00	18.	.00	26.	.00
----	-----	-----	-----	-----	-----	-----	-----

3.	.00	11.	.00	19.	.00	27.	.00
----	-----	-----	-----	-----	-----	-----	-----

4.	.00	12.	.00	20.	.00	28.	.00
----	-----	-----	-----	-----	-----	-----	-----

5.	.00	13.	24,810.92	21.	.00	29.	.00
----	-----	-----	-----------	-----	-----	-----	-----

6.	.00	14.	.00	22.	.00	30.	.00
----	-----	-----	-----	-----	-----	-----	-----

7.	.00	15.	.00	23.	.00	31.	10,868.29
----	-----	-----	-----	-----	-----	-----	-----------

8.	.00	16.	.00	24.	.00		
----	-----	-----	-----	-----	-----	--	--

MONTH 3

1.	.00	9.	.00	17.	.00	25.	.00	Tax liability for Month 3
								36,669.91

2.	.00	10.	.00	18.	.00	26.	.00
----	-----	-----	-----	-----	-----	-----	-----

3.	.00	11.	.00	19.	.00	27.	.00
----	-----	-----	-----	-----	-----	-----	-----

4.	.00	12.	.00	20.	.00	28.	.00
----	-----	-----	-----	-----	-----	-----	-----

5.	.00	13.	.00	21.	.00	29.	.00
----	-----	-----	-----	-----	-----	-----	-----

6.	.00	14.	.00	22.	.00	30.	11,496.75
----	-----	-----	-----	-----	-----	-----	-----------

7.	.00	15.	25,173.16	23.	.00	31.	.00
----	-----	-----	-----------	-----	-----	-----	-----

8.	.00	16.	.00	24.	.00		
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Total Tax liability for the quarter
107,100.18

AERAS 0350

9601

Form **941** (Rev. January 2005)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

8383 ****AUTO**5-DIGIT 36106
SEP2005 29 C
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES PC
4160 CARMICHAEL RD
MONTGOMERY AL 36106-3638

☐ 1: January, February, March

☐ 2: April, May, June

☒ 3: July, August, September

☐ 4: October, November, December

Read the separate instructions before you fill out this form. Please type or print within the boxes.

1 Number of employees who received wages, tips, or other compensation for the pay period including: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), Dec. 12 (Quarter 4)

1 24

2 Wages, tips, and other compensation

$$2 \overline{) \$ 362,034.67}$$

3 Total income tax withheld from wages, tips, and other compensation

3 # 65,621 - 63

4 If no wages, tips, and other compensation are subject to social security or Medicare tax.

☐ Check and go to line 6.

5 Taxable social security and Medicare wages and tips:

Column 1	Column 2
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

5a Taxable social security wages: \$ 262,034.67 124 = \$32,492.30

5b Taxable social security tips X-124

5c Taxable Medicare wages & tips

5d Total social security and Medicare taxes (Column 2, lines 5a + 5b + 5c = line 5d) 5d

6 Total taxes before adjustments (lines 3 + 5d - line 6) 6

7. Tax adjustments (If your answer is a negative number, write it in brackets.)

7a Current quarter's fractions of cents

7b Current quarter's sick pay 00.00

7c Current quarter's adjustments for tips and group-term life insurance

7d Current year's income tax withholding (Attach Form 941c) 0.00

7e. Prior quarters' social security and Medicare taxes (Attach Form 941c) 0.00

7f Special additions to federal income tax (reserved use) 0.00

7g Special additions to social security and Medicare (reserved use) 0 . 00

7h Total adjustments (Combine all amounts: lines 7a through 7g.) 7h 0.15

8 Total taxes after adjustments (Combine lines 6 and 7h.) 8 \$108,613.09

9 Advance earned income credit (EIC) payments made to employees	9	0.00
---	---	------

10	Total taxes after adjustment for advance EIC (lines 8 - 9 = line 10)	10	\$ 108,613.09
----	--	----	---------------

11	Total deposits for this quarter, including overpayment applied from a prior quarter	11	\$ 108 613 .09
----	---	----	----------------

12	Balance due (lines 10 - 11 = line 12) Make checks payable to the <i>United States Treasury</i>	12	0.00
----	--	----	------

13 Overpayment (If line 11 is more than line 10, write the difference here.) Check one ☐ Apply to next return.
☐ Send a refund.

Next ➡

9602

Part 2: Tell us about your deposit schedule for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see Pub. 15 (Circular E), section 11.

14 ☐ ☐ Write the state abbreviation for the state where you made your deposits OR write "MU" if you made your deposits in multiple states.

15 Check one: ☐ Line 10 is less than \$2,500. Go to Part 3.

☐ You were a monthly schedule depositor for the entire quarter. Fill out your tax liability for each month. Then go to Part 3.

Tax liability: Month 1

Month 2

Month 3

Total

Total must equal line 10.

☒ You were a semiweekly schedule depositor for any part of this quarter. Fill out Schedule B (Form 941) Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to this form.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

16 If your business has closed and you do not have to file returns in the future ☐ Check here, and enter the final date you paid wages / / .

17 If you are a seasonal employer and you do not have to file a return for every quarter of the year ☐ Check here.

Part 4: May we contact your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name

Phone

Personal Identification Number (PIN)

☐ No.

Part 5: Sign here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Sign your name here

Print name and title

Date

Phone

Part 6: For paid preparers only (optional)

Preparer's signature

Firm's name

Address

Date

Phone

EIN

ZIP code

SSN/PTIN

☐ Check if you are self-employed.

Schedule B (Form 941):

9603

Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2005)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number

63-0957661

Name (not your trade name)

Alabama Emergency Room Administratives Services, PC

Report for this Quarter ...
(Check one.)

- ☐ 1: January, February, March
- ☐ 2: April, May, June
- ☒ 3: July, August, September
- ☐ 4: October, November, December

Use this schedule to show your tax liability for the quarter; DO NOT use it to show your deposits. You must fill out this form and attach it to Form 941 (or Form 941-SS) if you are a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 (Circular E), Employer's Tax Guide, for details.

Month 1

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22	\$ 329 .80	30	
7		15	\$ 24,657 .64	23		31	
8		16		24			

Tax liability for Month 1

\$ 35,643 .61

Month 2

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15	\$ 24,454 .53	23		31	\$ 12,461 .68
8		16		24			

Tax liability for Month 2

\$ 36,916 .21

Month 3

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	\$ 10,491 .38
7		15	\$ 24,922 .04	23	\$ 639 .85	31	
8		16		24			

Tax liability for Month 3

\$ 36,053 .27

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) = Total tax liability for the quarter
Total must equal line 10 on Form 941 (or line 8 on Form 941-SS).

Total liability for the quarter

\$ 108,613 .09

AERAS 0353

Quarterly 941 Worksheet

Employer Identification Number: 63-0957661
 Name: AERAS, P.C. THIRD QUARTER 2005
 Trade Name:
 Address: 4160 CARMICHAEL ROAD
 SUITE 104
 MONTGOMERY, AL 36106

Quarter: 3 Ended 09/30/05

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

Part 1:

1. Number of employees who received wages, tips, or other compensation for the pay period including: Mar 12 (Quarter 1), June 12 (Quarter 2), Sept 12 (Quarter 3), Dec 12 (Quarter 4) []

2. Wages, tips, and other compensation 362,034.67

3. Total income tax withheld from wages, tips, and other compensation 65,621.63

4. Check box if no wages, tips, and other compensation are subject to social security or Medicare tax . . []

5. Taxable social security and Medicare wages and tips:

5a. Taxable social security wages 262,034.67 X .124 = 32,492.30

5b. Taxable social security tips00 X .124 = .00

5c. Taxable Medicare wages and tips 362,034.67 X .029 = 10,499.01

5d. Total social security and Medicare taxes 42,991.31

6. Total taxes before adjustments 108,612.94

7. Tax adjustments

7a. Current quarter's fractions of cents15

7b. Current quarter's sick pay00

7c. Current quarter's adjustments for tips and group-term life insurance00

7d. Current year's income tax withholding00

7e. Prior quarters' social security and Medicare taxes00

7f. Special additions to federal income tax00

7g. Special additions to social security and Medicare00

7h. Total adjustments15

8. Total taxes after adjustments 108,613.09

9. Advance earned income credit (EIC) payments made to employees00

10. Total taxes after adjustment for advance EIC 108,613.09

11. Total deposits for this quarter, including overpayment applied from a prior quarter 108,613.09

12. Balance due00

13. Overpayment00

Check one [] Apply to next return
 [] Send a refund

Part 2:

14. The state where you made your deposits (or MU for deposits in multiple states)

15. Deposit schedule

15a. Check here if Line 10 is less than \$2500 []

15b. Check here if Monthly Depositor []

Tax Liability: Month 1
 Month 2
 Month 3
 Total

15c. Check here if semiweekly depositor for any part of this quarter []
 (See Schedule B for Detail)

Employer Identification Number: 63-0957661

Quarter: 3 Ended 09/30/05

Name: AERAS, P.C. THIRD QUARTER 2005

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

This schedule is used to show your tax liability for the quarter. The amounts below are in numbered spaces that correspond to the date the wages were paid.

MONTH 1							Tax liability for Month 1
1.	.00	9.	.00	17.	.00	25.	.00
							35,643.61
2.	.00	10.	.00	18.	.00	26.	.00
3.	.00	11.	.00	19.	.00	27.	.00
4.	.00	12.	.00	20.	.00	28.	.00
5.	.00	13.	.00	21.	.00	29.	10,656.17
6.	.00	14.	.00	22.	329.80	30.	.00
7.	.00	15.	24,657.64	23.	.00	31.	.00
8.	.00	16.	.00	24.	.00		

MONTH 2							Tax liability for Month 2
1.	.00	9.	.00	17.	.00	25.	.00
							36,916.21
2.	.00	10.	.00	18.	.00	26.	.00
3.	.00	11.	.00	19.	.00	27.	.00
4.	.00	12.	.00	20.	.00	28.	.00
5.	.00	13.	.00	21.	.00	29.	.00
6.	.00	14.	.00	22.	.00	30.	.00
7.	.00	15.	24,454.53	23.	.00	31.	12,461.68
8.	.00	16.	.00	24.	.00		

MONTH 3							Tax liability for Month 3
1.	.00	9.	.00	17.	.00	25.	.00
							36,053.27
2.	.00	10.	.00	18.	.00	26.	.00
3.	.00	11.	.00	19.	.00	27.	.00
4.	.00	12.	.00	20.	.00	28.	.00
5.	.00	13.	.00	21.	.00	29.	.00
6.	.00	14.	.00	22.	.00	30.	10,491.38
7.	.00	15.	24,922.04	23.	639.85	31.	.00
8.	.00	16.	.00	24.	.00		

Total Tax liability for the quarter

108,613.09

AERAS 0355

Form **941 for 2005: Employer's Quarterly Federal Tax Return**

9601

(Rev. January 2005)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

10 63-0957661

26653*****AUTO**5-DIGIT 36106
 DEC2005 S29 C
 ALABAMA EMERGENCY ROOM
 ADMINISTRATIVE SERVICES PC
 4160 CARMICHAEL RD
 MONTGOMERY, AL 36106-3638

26653

Report for this Quarter ...
(Check one.)

- ☐ 1: January, February, March
☐ 2: April, May, June
☐ 3: July, August, September
☒ 4: October, November, December

Read the separate instructions before you fill out this form. Please type or print within the boxes.

Part 1: Answer these questions for this quarter.

1	Number of employees who received wages, tips, or other compensation for the pay period including: <i>Mar. 12</i> (Quarter 1), <i>June 12</i> (Quarter 2), <i>Sept. 12</i> (Quarter 3), <i>Dec. 12</i> (Quarter 4)	1	<u>21</u>
2	Wages, tips, and other compensation	2	<u>802751.47</u>
3	Total income tax withheld from wages, tips, and other compensation	3	<u>308060.54</u>
4	If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.	
5	Taxable social security and Medicare wages and tips:		
	Column 1	Column 2	
5a	Taxable social security wages <u>238838.97</u>	$\times .124 =$ <u>29616.03</u>	
5b	Taxable social security tips <u>.</u>	$\times .124 =$ <u>.</u>	
5c	Taxable Medicare wages & tips <u>802751.47</u>	$\times .029 =$ <u>23279.79</u>	
5d	Total social security and Medicare taxes (Column 2, lines 5a + 5b + 5c = line 5d)	5d	<u>52895.82</u>
6	Total taxes before adjustments (lines 3 + 5d = line 6)	6	<u>360956.36</u>
7	Tax adjustments (If your answer is a negative number, write it in brackets.):		
7a	Current quarter's fractions of cents	<u>.25</u>	
7b	Current quarter's sick pay	<u>.</u>	
7c	Current quarter's adjustments for tips and group-term life insurance	<u>.</u>	
7d	Current year's income tax withholding (Attach Form 941c)	<u>.</u>	
7e	Prior quarters' social security and Medicare taxes (Attach Form 941c)	<u>.</u>	
7f	Special additions to federal income tax (reserved use)	<u>.</u>	
7g	Special additions to social security and Medicare (reserved use)	<u>.</u>	
7h	Total adjustments (Combine all amounts: lines 7a through 7g.)	7h	<u>.25</u>
8	Total taxes after adjustments (Combine lines 6 and 7h.)	8	<u>360956.61</u>
9	Advance earned income credit (EIC) payments made to employees	9	<u>.</u>
10	Total taxes after adjustment for advance EIC (lines 8 - 9 = line 10)	10	<u>360956.61</u>
11	Total deposits for this quarter, including overpayment applied from a prior quarter	11	<u>360956.61</u>
12	Balance due (lines 10 - 11 = line 12) Make checks payable to the <i>United States Treasury</i>	12	<u>.</u>
13	Overpayment (If line 11 is more than line 10, write the difference here.)	13	<u>.</u>

AERAS 0356

Check one ☐ Apply to next return.
☐ Send a refund.

Next →

9602

Name (not your trade name)

Employer identification number

Part 2: Tell us about your deposit schedule for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see *Pub. 15 (Circular E)*, section 11.

14 ☐ A ☐ L Write the state abbreviation for the state where you made your deposits OR write "MU" if you made your deposits in multiple states.

15 Check one: ☐ Line 10 is less than \$2,500. Go to Part 3.

☐ You were a monthly schedule depositor for the entire quarter. Fill out your tax liability for each month. Then go to Part 3.

Tax liability: Month 1

Month 2

Month 3

Total

Total must equal line 10.

☒ You were a semiweekly schedule depositor for any part of this quarter. Fill out *Schedule B (Form 941): Report of Tax Liability for Semiweekly Schedule Depositors*, and attach it to this form.

Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.

16 If your business has closed and you do not have to file returns in the future ☐ Check here, and enter the final date you paid wages / / .

17 If you are a seasonal employer and you do not have to file a return for every quarter of the year . . . ☐ Check here.

Part 4: May we contact your third-party designee?

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☐ Yes. Designee's name

Phone

Personal Identification Number (PIN)

☐ No.

Part 5: Sign here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

☒ Sign your name here

Print name and title

Date

Phone

Part 6: For paid preparers only (optional)

Preparer's signature

Firm's name

Address

EIN

ZIP code

Date

Phone

SSN/PTIN

☐ Check if you are self-employed.

Schedule B (Form 941):**Report of Tax Liability for Semiweekly Schedule Depositors**

(Rev. January 2005)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

Employer identification number **63-0957661**Name (not your trade name) **Alabama Emergency Room Admin Services****Report for this Quarter ...**
(Check one.)

- ☐ 1: January, February, March
- ☐ 2: April, May, June
- ☐ 3: July, August, September
- ☒ 4: October, November, December

Use this schedule to show your tax liability for the quarter; DO NOT use it to show your deposits. You must fill out this form and attach it to Form 941 (or Form 941-SS) if you are a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 (Circular E), *Employer's Tax Guide*, for details.

Month 1

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14	23617.10	22		30	
7		15		23		31	10435.00
8		16		24			

Tax liability for Month 1

34052.10**Month 2**

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	11398.87
7		15	24454.20	23		31	
8		16		24			

Tax liability for Month 2

35853.07**Month 3**

1	11422.76	9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	255669.36
7		15	23959.32	23		31	
8		16		24			

Tax liability for Month 3

291051.44

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) = Total tax liability for the quarter

Total must equal line 10 on Form 941 (or line 8 on Form 941-SS).

Total liability for the quarter

360956.61**AERAS 0358**

Employer Identification Number: 63-0957661 Quarter: 4 Ended 12/31/05
Name: AERAS, P.C.
Trade Name:
Address: 4160 CARMICHAEL ROAD
SUITE 200
MONTGOMERY, AL 36106

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

Part 1:

1. Number of employees who received wages, tips, or other compensation for the pay period including: Mar 12 (Quarter 1), June 12 (Quarter 2), Sept 12 (Quarter 3), Dec 12 (Quarter 4) { }
2. Wages, tips, and other compensation. 802,751.47
3. Total income tax withheld from wages, tips, and other compensation 308,060.54
4. Check box if no wages, tips, and other compensation are subject to social security or Medicare tax . . []
5. Taxable social security and Medicare wages and tips:
5a. Taxable social security wages 238,838.97 X .124 = 29,616.03
5b. Taxable social security tips.00 X .124 = .00
5c. Taxable Medicare wages and tips 802,751.47 X .029 = 23,279.79
5d. Total social security and Medicare taxes. 52,895.82
6. Total taxes before adjustments. 360,956.36
7. Tax adjustments
7a. Current quarter's fractions of cents.25
7b. Current quarter's sick pay.00
7c. Current quarter's adjustments for tips and group-term life insurance.00
7d. Current year's income tax withholding00
7e. Prior quarters' social security and Medicare taxes.00
7f. Special additions to federal income tax00
7g. Special additions to social security and Medicare00
7h. Total adjustments25
8. Total taxes after adjustments 360,956.61
9. Advance earned income credit (EIC) payments made to employees00
10. Total taxes after adjustment for advance EIC. 360,956.61
11. Total deposits for this quarter, including overpayment applied from a prior quarter. 360,956.61
12. Balance due00
13. Overpayment00

Check one [] Apply to next return
[] Send a refund

Part 2:

4. The state where you made your deposits (or MU for deposits in multiple states). AL
5. Deposit schedule
15a. Check here if Line 10 is less than \$2500 []
15b. Check here if Monthly Depositor. []

Tax Liability: Month 1
Month 2
Month 3
Total

15c. Check here if semiweekly depositor for any part of this quarter. []
(See Schedule B for Detail)

Employer Identification Number: 63-0957661

Quarter: 4 Ended 12/31/05

Name: AERAS, P.C.

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

This schedule is used to show your tax liability for the quarter. The amounts below are in numbered spaces that correspond to the date the wages were paid.

MONTH 1								Tax liability for Month 1
1.	.00	9.	.00	17.	.00	25.	.00	34,052.10
2.	.00	10.	.00	16.	.00	26.	.00	
3.	.00	11.	.00	19.	.00	27.	.00	
4.	.00	12.	.00	20.	.00	28.	.00	
5.	.00	13.	.00	21.	.00	29.	.00	10,435.00
6.	.00	14.	23,617.10	22.	.00	30.	.00	
7.	.00	15.	.00	23.	.00	31.	.00	
8.	.00	16.	.00	24.	.00			

MONTH 2								Tax liability for Month 2
1.	.00	9.	.00	17.	.00	25.	.00	35,853.07
2.	.00	10.	.00	18.	.00	26.	.00	
3.	.00	11.	.00	19.	.00	27.	.00	
4.	.00	12.	.00	20.	.00	28.	.00	
5.	.00	13.	.00	21.	.00	29.	.00	11,398.87
6.	.00	14.	.00	22.	.00	30.	.00	
7.	.00	15.	24,454.20	23.	.00	31.	.00	
8.	.00	16.	.00	24.	.00			

MONTH 3								Tax liability for Month 3
1.	11,422.76	9.	.00	17.	.00	25.	.00	291,051.44
2.	.00	10.	.00	18.	.00	26.	.00	
3.	.00	11.	.00	19.	.00	27.	.00	
4.	.00	12.	.00	20.	.00	28.	.00	
5.	.00	13.	.00	21.	.00	29.	.00	255,669.36
6.	.00	14.	.00	22.	.00	30.	.00	
7.	.00	15.	23,959.32	23.	.00	31.	.00	
8.	.00	16.	.00	24.	.00			

Total Tax liability for the quarter
360,956.61

AERAS 0360

Form **941** 10
(Rev. January 2006)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

IO 63-0957661

26060*****AUTO**5-DIGIT 36106
MAR2006 S29 C
ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES PC
4160 CARMICHAEL RD
MONTGOMERY, AL 36106-3638

26060

Report for this Quarter ...
(Check one.)

- ☒ 1: January, February, March
- ☐ 2: April, May, June
- ☐ 3: July, August, September
- ☐ 4: October, November, December

Read the separate instructions before you fill out this form. Please type or print within the boxes.

Part 1: Answer these questions for this quarter.

- | | | | |
|---|---|---|--|
| 1 | Number of employees who received wages, tips, or other compensation for the pay period including: <i>Mar. 12</i> (Quarter 1), <i>June 12</i> (Quarter 2), <i>Sept. 12</i> (Quarter 3), <i>Dec. 12</i> (Quarter 4) | 1 | <u>22</u> |
| 2 | Wages, tips, and other compensation | 2 | \$ <u>390,350.11</u> |
| 3 | Total income tax withheld from wages, tips, and other compensation | 3 | \$ <u>71,070.95</u> |
| 4 | If no wages, tips, and other compensation are subject to social security or Medicare tax | | <input type="checkbox"/> Check and go to line 6. |
| 5 | Taxable social security and Medicare wages and tips: | | |

Column 1

Column 2

- | | | | |
|--|---------------|-----------------|---------------|
| 5a Taxable social security wages | \$ 390,350.11 | $\times .124 =$ | \$ 48,403.41 |
| 5b Taxable social security tips | 0.00 | $\times .124 =$ | 0.00 |
| 5c Taxable Medicare wages & tips | \$ 390,350.11 | $\times .029 =$ | \$ 11,320.15 |
| 5d Total social security and Medicare taxes (Column 2, lines 5a + 5b + 5c = line 5d) | | | \$ 59,723.56 |
| Total taxes before adjustments (lines 3 + 5d = line 6) | | | \$ 130,794.51 |
- TAX ADJUSTMENTS** (Read the instructions for line 7 before completing lines 7a through 7h.):

7 TAX ADJUSTMENTS (Read the instructions for line 7 before completing lines 7a through 7h.):

- | | |
|--|-----------|
| 7a Current quarter's fractions of cents | 0 . 18 |
| 7b Current quarter's sick pay | 0 . 00 |
| 7c Current quarter's adjustments for tips and group-term life insurance | 0 . 00 |
| 7d Current year's income tax withholding (attach Form 941c) | 0 . 00 |
| 7e Prior quarters' social security and Medicare taxes (attach Form 941c) | 0 . 00 |
| 7f Special additions to federal income tax (attach Form 941c) | 0 . 00 |
| 7g Special additions to social security and Medicare (attach Form 941c) | 0 . 00 |
| 7h TOTAL ADJUSTMENTS (Combine all amounts: lines 7a through 7g.) | 7h 0 . 18 |

AERAS 0361

- | | | | |
|----|--|----|---------------|
| 8 | Total taxes after adjustments (Combine lines 6 and 7h.) | 8 | \$ 130,794.69 |
| 9 | Advance earned income credit (EIC) payments made to employees | 9 | 0.00 |
| 10 | Total taxes after adjustment for advance EIC (line 8 – line 9 = line 10) | 10 | 0.00 |
| 11 | Total deposits for this quarter, including overpayment applied from a prior quarter | 11 | \$ 138,654.92 |
| 12 | Balance due (If line 10 is more than line 11, write the difference here.)
Make checks payable to <i>United States Treasury</i> . | 12 | 0.00 |
| 13 | Overpayment (If line 11 is more than line 10, write the difference here.) | | \$ 7,860.23 |
- Check one ☐ Apply to next return.

► You **MUST** fill out both pages of this form and **SIGN** it.

Check one ☐ Apply to next return.
☒ Send a refund.

Next ➡

Schedule B (Form 941),

960306

Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2006)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

(EIN)

Employer identification number

63-0957661

Name (not your trade name)

Alabama Emergency Room Administrative Service, PC

Calendar year

2006

(Also check quarter)

Report for this Quarter ...
(Check one.)

- ☒ 1: January, February, March
☐ 2: April, May, June
☐ 3: July, August, September
☐ 4: October, November, December

Use this schedule to show your **TAX LIABILITY** for the quarter; **DO NOT** use it to show your deposits. You must fill out this form and attach it to Form 941 (or Form 941-SS) if you are a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in Pub. 15 (Circular E), *Employer's Tax Guide*, for details.

Month 1

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13	\$34,560.85	21		29	
6		14		22		30	
7		15		23		31	\$13,261.96
8		16		24			

Tax liability for Month 1

\$47,822.81

Month 2

1		9		17		25	
2		10		18		26	
3		11		19		27	\$34.42
4		12		20		28	\$12,346.72
5		13		21		29	
6		14		22		30	
7		15	\$30,401.99	23		31	
8		16		24			

Tax liability for Month 2

\$42,783.13

Month 3

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15	\$28,293.54	23		31	\$11,895.21
8		16		24			

Tax liability for Month 3

\$40,188.75

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) = Total tax liability for the quarter

Total must equal line 10 on Form 941 (or line 8 on Form 941-SS).

Total liability for the quarter

\$130,794.69

AERAS 0362

Employer Identification Number: 63-0957661

Quarter: 1 Ended 03/31/06

Name: AERAS, P.C.

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

This schedule is used to show your tax liability for the quarter. The amounts below are in numbered spaces that correspond to the date the wages were paid.

MONTH 1 Tax liability for Month 1

1.	.00	9.	.00	17.	.00	25.	.00	
								47,822.81

2.	.00	10.	.00	18.	.00	26.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

3.	.00	11.	.00	19.	.00	27.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

4.	.00	12.	.00	20.	.00	28.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

5.	.00	13.	34,560.85	21.	.00	29.	.00	
----	-----	-----	-----------	-----	-----	-----	-----	--

6.	.00	14.	.00	22.	.00	30.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

7.	.00	15.	.00	23.	.00	31.	13,261.96	
----	-----	-----	-----	-----	-----	-----	-----------	--

8.	.00	16.	.00	24.	.00			
----	-----	-----	-----	-----	-----	--	--	--

MONTH 2 Tax liability for Month 2

1.	.00	9.	.00	17.	.00	25.	.00	
								42,783.13

2.	.00	10.	.00	18.	.00	26.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

3.	.00	11.	.00	19.	.00	27.	34.42	
----	-----	-----	-----	-----	-----	-----	-------	--

4.	.00	12.	.00	20.	.00	28.	12,346.72	
----	-----	-----	-----	-----	-----	-----	-----------	--

5.	.00	13.	.00	21.	.00	29.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

6.	.00	14.	.00	22.	.00	30.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

7.	.00	15.	30,401.99	23.	.00	31.	.00	
----	-----	-----	-----------	-----	-----	-----	-----	--

8.	.00	16.	.00	24.	.00			
----	-----	-----	-----	-----	-----	--	--	--

MONTH 3 Tax liability for Month 3

1.	.00	9.	.00	17.	.00	25.	.00	
								40,188.75

2.	.00	10.	.00	18.	.00	26.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

3.	.00	11.	.00	19.	.00	27.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

4.	.00	12.	.00	20.	.00	28.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

5.	.00	13.	.00	21.	.00	29.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

6.	.00	14.	.00	22.	.00	30.	.00	
----	-----	-----	-----	-----	-----	-----	-----	--

7.	.00	15.	28,293.54	23.	.00	31.	11,895.21	
----	-----	-----	-----------	-----	-----	-----	-----------	--

8.	.00	16.	.00	24.	.00			
----	-----	-----	-----	-----	-----	--	--	--

Total Tax liability for the quarter
130,794.69

AERAS 0363

Employer Identification Number: 63-0957661

Quarter: 1 Ended 03/31/06

Name: AERAS, P.C.

Trade Name:

Address: 4160 CARMICHAEL ROAD
SUITE 200
MONTGOMERY, AL 36106

Worksheet Only - Use this data to complete IRS Form 941 - DO NOT FILE THIS REPORT

Part 1:

1. Number of employees who received wages, tips, or other compensation for the pay period
including: Mar 12 (Quarter 1), June 12 (Quarter 2), Sept 12 (Quarter 3), Dec 12 (Quarter 4) []

2. Wages, tips, and other compensation. 390,350.11

3. Total income tax withheld from wages, tips, and other compensation 71,070.95

4. Check box if no wages, tips, and other compensation are subject to social security or Medicare tax . . []

5. Taxable social security and Medicare wages and tips:

5a. Taxable social security wages 390,350.11 X .124 = 48,403.41

5b. Taxable social security tips.00 X .124 = .00

5c. Taxable Medicare wages and tips 390,350.11 X .029 = 11,320.15

5d. Total social security and Medicare taxes. 59,723.56

6. Total taxes before adjustments. 130,794.51

7. Tax adjustments

7a. Current quarter's fractions of cents.18

7b. Current quarter's sick pay.00

7c. Current quarter's adjustments for tips and group-term life insurance.00

7d. Current year's income tax withholding00

7e. Prior quarters' social security and Medicare taxes.00

7f. Special additions to federal income tax00

7g. Special additions to social security and Medicare00

7h. Total adjustments18

8. Total taxes after adjustments 130,794.69

9. Advance earned income credit (EIC) payments made to employees00

10. Total taxes after adjustment for advance EIC. 130,794.69

11. Total deposits for this quarter, including overpayment applied from a prior quarter. 138,654.92

12. Balance due00

13. Overpayment 7,860.23

Check one [] Apply to next return

☒ Send a refund

Part 2:

14. The state where you made your deposits (or MU for deposits in multiple states).

15. Deposit schedule

15a. Check here if Line 10 is less than \$2500 []

15b. Check here if Monthly Depositor. []

Tax Liability: Month 1
Month 2
Month 3
Total

15c. Check here if semiweekly depositor for any part of this quarter. []
(See Schedule B for Detail)

AERAS 0364

COPY 990106

Form **941 for 2006: Employer's QUARTERLY Federal Tax Return**
(Rev. January 2006) Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

(EIN) Employer identification number	6	3	0	9	5	7	6	6	1
Name (not your trade name)	ALABAMA EMERGENCY ROOM ADMINISTRATIVE SVCS								
Trade name (if any)									
Address	4160 CARMICHAEL ROAD								
	Number			Street			Suite or room number		
	MONTGOMERY			AL			36106		
	City			State			ZIP code		

Report for this Quarter ...
(Check one.)

- ☐ 1: January, February, March
- ☒ 2: April, May, June
- ☐ 3: July, August, September
- ☐ 4: October, November, December

Read the separate instructions before you fill out this form. Please type or print within the boxes.

Part 1: Answer these questions for this quarter.

1 Number of employees who received wages, tips, or other compensation for the pay period including: Mar. 12 (Quarter 1), June 12 (Quarter 2), Sept. 12 (Quarter 3), Dec. 12 (Quarter 4)	1	24
2 Wages, tips, and other compensation	2	400593 33
3 Total income tax withheld from wages, tips, and other compensation	3	73291 55
4 If no wages, tips, and other compensation are subject to social security or Medicare tax	<input type="checkbox"/> Check and go to line 6.	
5 Taxable social security and Medicare wages and tips:		
	Column 1	Column 2
5a Taxable social security wages	344793 33	42754 37
5b Taxable social security tips		
5c Taxable Medicare wages & tips	400593 33	11617 21
5d Total social security and Medicare taxes (Column 2, lines 5a + 5b + 5c = line 5d)	5d	54371 58
6 Total taxes before adjustments (lines 3 + 5d = line 6)	6	127663 13
7 TAX ADJUSTMENTS (Read the instructions for line 7 before completing lines 7a through 7h.):		
7a Current quarter's fractions of cents		30
7b Current quarter's sick pay		
7c Current quarter's adjustments for tips and group-term life insurance		
7d Current year's income tax withholding (attach Form 941c)		
7e Prior quarters' social security and Medicare taxes (attach Form 941c)		
7f Special additions to federal income tax (attach Form 941c)		
7g Special additions to social security and Medicare (attach Form 941c)		
7h TOTAL ADJUSTMENTS (Combine all amounts: lines 7a through 7g.)	7h	30
8 Total taxes after adjustments (Combine lines 6 and 7h.)	8	127663 43
9 Advance earned income credit (EIC) payments made to employees	9	
10 Total taxes after adjustment for advance EIC (line 8 - line 9 = line 10)	10	127663 43
11 Total deposits for this quarter, including overpayment applied from a prior quarter	11	127663 43
12 Balance due (If line 10 is more than line 11, write the difference here.) Make checks payable to United States Treasury.	12	
13 Overpayment (If line 11 is more than line 10, write the difference here.)		

Check one ☐ Apply to next return.
☐ Send a refund.

Next →

For Privacy Act and Paperwork Reduction Act Notice, see the back of the Payment Voucher.

Cat. No. 17001Z Form 941 (Rev. 1-2006)

AERAS 0365

990206

Name (not your trade name)

Employer identification number (EIN)

ALABAMA EMERGENCY ROOM ADMINISTRATIVE SVCS

63-0957661

Part 2: Tell us about your deposit schedule and tax liability for this quarter.

If you are unsure about whether you are a monthly schedule depositor or a semiweekly schedule depositor, see Pub. 15 (Circular E), section 11.

14 ☐ A ☐ L Write the state abbreviation for the state where you made your deposits OR write "MU" if you made your deposits in multiple states.15 Check one: ☐ Line 10 is less than \$2,500. Go to Part 3.☐ You were a monthly schedule depositor for the entire quarter. Fill out your tax liability for each month. Then go to Part 3.

Tax liability: Month 1

Month 2

Month 3

Total liability for quarter

Total must equal line 10.

☒ You were a semiweekly schedule depositor for any part of this quarter. Fill out Schedule B (Form 941) Report of Tax Liability for Semiweekly Schedule Depositors, and attach it to this form.**Part 3: Tell us about your business. If a question does NOT apply to your business, leave it blank.**

16 If your business has closed or you stopped paying wages

☐ Check here, and

enter the final date you paid wages

17 If you are a seasonal employer and you do not have to file a return for every quarter of the year

☐ Check here.**Part 4: May we speak with your third-party designee?**

Do you want to allow an employee, a paid tax preparer, or another person to discuss this return with the IRS? See the instructions for details.

☒ Yes. Designee's name AUDRA L EDWARDS

Phone

(334) 261 - 2116

Personal Identification Number (PIN)

5 5 5 5 5

☐ No.**Part 5: Sign here. You MUST fill out both sides of this form and SIGN it.**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Sign your name here:

Print name and title

Date

Phone

Part 6: For PAID preparers only (optional)Paid Preparer's
Signature

Firm's name

Address

EIN

ZIP code

Date

Phone

SSN/PTIN

☐ Check if you are self-employed.

Schedule B (Form 941):

990306

Report of Tax Liability for Semiweekly Schedule Depositors

(Rev. January 2006)

Department of the Treasury — Internal Revenue Service

OMB No. 1545-0029

(EIN)
Employer identification number

6 3 - 0 9 5 7 6 6 1

Name (not your trade name)

ALABAMA EMERGENCY ROOM ADMIN SERVICES

Calendar year

2 0 0 6

(Also check quarter)

Report for this Quarter ...
(Check one.)

- ☐ 1: January, February, March
- ☒ 2: April, May, June
- ☐ 3: July, August, September
- ☐ 4: October, November, December

Use this schedule to show your **TAX LIABILITY** for the quarter; **DO NOT** use it to show your deposits. You must fill out this form and attach it to Form 941 (or Form 941-SS) if you are a semiweekly schedule depositor or became one because your accumulated tax liability on any day was \$100,000 or more. Write your daily tax liability on the numbered space that corresponds to the date wages were paid. See Section 11 in *Pub. 15 (Circular E), Employer's Tax Guide*, for details.

Month 1

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	11191 . 68
7		15	29517 . 43	23		31	
8		16		24			

Tax liability for Month 1

40709 . 11

Month 2

1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15	26027 . 20	23		31	14449 . 80
8		16		24			

Tax liability for Month 2

40477 . 00

Month 3

1		9		17		25	
2		10		18		26	
3		11		19	6545 . 14	27	
4		12		20		28	
5		13		21		29	
6		14		22		30	12273 . 38
7		15	27658 . 80	23		31	
8		16		24			

Tax liability for Month 3

46477 . 32

Fill in your total liability for the quarter (Month 1 + Month 2 + Month 3) = Total tax liability for the quarter

Total must equal line 10 on Form 941 (or line 8 on Form 941-SS).

Total liability for the quarter

127663 . 43

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
PAYER'S Federal identification number 63-0957661		2 Royalties \$	4 Federal income tax withheld \$		
RECIPIENT'S identification number 520-72-3289		3 Other income \$	6 Medical and health care payments \$		
RECIPIENT'S name DAVID GREGORY ALEXANDER		5 Fishing boat proceeds \$	8 Substitute payments in lieu of dividends or interest \$		
Street address (including apt. no.) 7524 MOSSY OAK DRIVE		7 Nonemployee compensation \$ 439256.68	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$		
City, state, and ZIP code MONTGOMERY AL 36117		10 Crop insurance proceeds \$	11 [REDACTED]		
Account number (see instructions)		12 [REDACTED]	13 Excess golden parachute payments \$		
2nd TIN not <input type="checkbox"/>		14 Gross proceeds paid to an attorney \$	15a Section 409A deferrals \$		
15b Section 409A income \$		16 State tax withheld \$	17 State/Payer's state no.		18 State income \$

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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AERAS 0438

9595 ☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
PAYER'S Federal identification number 63-0957661		2 Royalties \$	4 Federal income tax withheld \$		
RECIPIENT'S identification number 423-02-4809		3 Other income \$	6 Medical and health care payments \$		
RECIPIENT'S name JAMES BRADWELL		5 Fishing boat proceeds \$	8 Substitute payments in lieu of dividends or interest \$		
Street address (including apt. no.) 124 PAYNE ROAD		7 Nonemployee compensation \$ 489769.54	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$		
City, state, and ZIP code MONTGOMERY AL 36116		10 Crop insurance proceeds \$	11 [REDACTED]		
Account number (see instructions)		12 [REDACTED]	13 Excess golden parachute payments \$		
2nd TIN not <input type="checkbox"/>		14 Gross proceeds paid to an attorney \$	15a Section 409A deferrals \$		
15b Section 409A income \$		16 State tax withheld \$	17 State/Payer's state no.		18 State income \$

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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VOID



CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S Federal identification number 63-0957661		RECIPIENT'S identification number 583-10-4055		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name WALLACE G FALERO MD		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy A For Internal Revenue Service Center File with Form 1096.	
Street address (including apt. no.) 331 GREENCHASE CIRCLE		7 Nonemployee compensation \$ 287354.90	8 Substitute payments in lieu of dividends or interest \$		
City, state, and ZIP code MONTGOMERY AL 36117		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
Account number (see instructions)		11	12		
2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S Federal identification number 63-0957661		RECIPIENT'S identification number 150-40-5621		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name JOSEPH A FOSTER		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy A For Internal Revenue Service Center File with Form 1096.	
Street address (including apt. no.) 2079 WATERFRONT DRIVE		7 Nonemployee compensation \$ 51692.50	8 Substitute payments in lieu of dividends or interest \$		
City, state, and ZIP code GADSDEN AL 35907		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
Account number (see instructions)		11	12		
2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
PAYER'S Federal identification number 63-0957661	RECIPIENT'S identification number 562-85-7919	7 Nonemployee compensation \$ 420788.80	8 Substitute payments in lieu of dividends or interest \$		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
RECIPIENT'S name CARLOS GUTIERREZ		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Street address (including apt. no.) 3507 HARDING CLOSE CIRCLE		11	12		
City, state, and ZIP code MONTGOMERY AL 36106		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$
			17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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AERAS 0440

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☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
PAYER'S Federal identification number 63-0957661	RECIPIENT'S identification number 142-40-4163	7 Nonemployee compensation \$ 28880.94	8 Substitute payments in lieu of dividends or interest \$		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
RECIPIENT'S name HENRY KURUSZ III MD		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Street address (including apt. no.) 5801 EAST SHIRLEY LANE AZALEA HILL SUITES, APT. 822		11	12		
City, state, and ZIP code MONTGOMERY AL 36117		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$
			17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S Federal identification number 63-0957661		RECIPIENT'S identification number 419-41-5216		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name JULIAN MAHAGANASAN MD		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
Street address (including apt. no.) 1263 EAGLE PARK RD		7 Nonemployee compensation \$ 271774.18	8 Substitute payments in lieu of dividends or interest \$		
City, state, and ZIP code BIRMINGHAM AL 35242		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Account number (see instructions)		11	12		
2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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AERAS 0441

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PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S Federal identification number 63-0957661		RECIPIENT'S identification number 582-73-6316		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name JULIO RIOS MD		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
Street address (including apt. no.) 3101 MARLER ROAD		7 Nonemployee compensation \$ 636342.22	8 Substitute payments in lieu of dividends or interest \$		
City, state, and ZIP code PIKE ROAD AL 36064		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Account number (see instructions)		11	12		
2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

41-1628061

Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S Federal identification number 63-0957661		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S identification number 279-42-4581		7 Nonemployee compensation \$ 387833.32	8 Substitute payments in lieu of dividends or interest \$		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
RECIPIENT'S name RONALD A SHAW MD		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Street address (including apt. no.) 8112 WESTLAKES PLACE		11	12		
City, state, and ZIP code MONTGOMERY AL 36117		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$
			17 State/Payer's state no.	18 State income \$	

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PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S Federal identification number 63-0957661		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
RECIPIENT'S identification number 419-88-1163		7 Nonemployee compensation \$ 119435.00	8 Substitute payments in lieu of dividends or interest \$		Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
RECIPIENT'S name GEORGE C SMITH JR		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Street address (including apt. no.) 49 JACKSON SPRINGS ROAD		11	12		
City, state, and ZIP code LINEVILLE AL 36266		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$
			17 State/Payer's state no.	18 State income \$	

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Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S Federal identification number 63-0957661		RECIPIENT'S identification number 421-72-5213		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name JOEL C SULLIVAN MD		5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy A For Internal Revenue Service Center File with Form 1096.
Street address (including apt. no.) 265 GLADYS DRIVE		7 Nonemployee compensation \$ 295903.57	8 Substitute payments in lieu of dividends or interest \$		
City, state, and ZIP code TITUS AL 36080		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Account number (see instructions)		11	12		
2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

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PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S Federal identification number 63-0957661		RECIPIENT'S identification number 63-0980970		3 Other income \$	4 Federal income tax withheld \$
RECIPIENT'S name HILL HILL CARTER FRANCO COLE		5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy A For Internal Revenue Service Center File with Form 1096.
Street address (including apt. no.) P O BOX 116		7 Nonemployee compensation \$ 7224.98	8 Substitute payments in lieu of dividends or interest \$		
City, state, and ZIP code MONTGOMERY AL 36101		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
Account number (see instructions)		11	12		
2nd TIN not <input type="checkbox"/>		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

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Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no. ALABAMA ER ADMIN SERVICES PC 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
PAYER'S Federal identification number 63-0957661	RECIPIENT'S identification number	7 Nonemployee compensation \$ 3436256.63	8 Substitute payments in lieu of dividends or interest \$		
RECIPIENT'S name		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Street address (including apt. no.) COMPANY TOTAL		11	12		
City, state, and ZIP code COMPANY TOTAL		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
Account number (see instructions)		2nd TIN not <input type="checkbox"/>	15a Section 409A deferrals \$		18 State income \$
15b Section 409A income \$		16 State tax withheld \$		17 State/Payer's state no.	

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Department of the Treasury - Internal Revenue Service

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PAYER'S name, street address, city, state, ZIP code, and telephone no.		1 Rents \$	OMB No. 1545-0115 2005 Form 1099-MISC		Miscellaneous Income Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the 2005 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
		5 Fishing boat proceeds \$	6 Medical and health care payments \$		
PAYER'S Federal identification number	RECIPIENT'S identification number	7 Nonemployee compensation \$	8 Substitute payments in lieu of dividends or interest \$		
RECIPIENT'S name		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Street address (including apt. no.)		11	12		
City, state, and ZIP code		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
Account number (see instructions)		2nd TIN not <input type="checkbox"/>	15a Section 409A deferrals \$		18 State income \$
15b Section 409A income \$		16 State tax withheld \$		17 State/Payer's state no.	

Form 1099-MISC

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Department of the Treasury - Internal Revenue Service

a Control number 10-CARTER		22222	Void <input type="checkbox"/>		For Official Use Only ▶ OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 43918.00		2 Federal income tax withheld 5266.16		
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 43918.00		4 Social security tax withheld 2722.94		
			5 Medicare wages and tips 43918.00		6 Medicare tax withheld 636.83		
			7 Social security tips		8 Allocated tips		
d Employee's social security number 416-23-3477			9 Advance EIC payment		10 Dependent care benefits		
e Employee's first name and initial MELONI		Last name CARTER		11 Nonqualified plans		12a See instructions for box 12	
1203 BRADBURY LANE PRATTVILLE AL 36067			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b		
			14 Other		12c		
					12d		
f Employee's address and ZIP code							
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 43918.00	17 State income tax 1660.28	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax
Statement

2005

Department of the Treasury—Internal Revenue Service

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AERAS 0445

a Control number 10-CLEVELA		22222	Void <input type="checkbox"/>		For Official Use Only ▶ OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 74500.00		2 Federal income tax withheld 9101.80		
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 74500.00		4 Social security tax withheld 4619.00		
			5 Medicare wages and tips 74500.00		6 Medicare tax withheld 1080.25		
			7 Social security tips		8 Allocated tips		
d Employee's social security number 317-52-9763			9 Advance EIC payment		10 Dependent care benefits		
e Employee's first name and initial JIMMY		Last name CLEVELAND		11 Nonqualified plans		12a See instructions for box 12	
2942 BALDWIN BROOK DRIVE MONTGOMERY AL 36116			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b		
			14 Other		12c		
					12d		
f Employee's address and ZIP code							
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 74500.00	17 State income tax 3151.33	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax
Statement

2005

Department of the Treasury—Internal Revenue Service

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a Control number 10-COOPER		22222	Void <input type="checkbox"/>		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 18595.00		2 Federal income tax withheld 2117.63	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 18595.00		4 Social security tax withheld 1152.91	
			5 Medicare wages and tips 18595.00		6 Medicare tax withheld 269.63	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 044-50-5839			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial JUDY		Last name COOPER		11 Nonqualified plans		12a See instructions for box 12
2665 CAPSTONE DRIVE MONTGOMERY AL 36106			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 18595.00	17 State income tax 712.53	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0446

a Control number 10-CRYSEL		22222	Void <input type="checkbox"/>		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 13890.00		2 Federal income tax withheld 1677.49	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 13890.00		4 Social security tax withheld 861.18	
			5 Medicare wages and tips 13890.00		6 Medicare tax withheld 201.42	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 417-94-7032			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial KIMBERLY		Last name CRYSEL		11 Nonqualified plans		12a See instructions for box 12
1806 EDINBURGH STREET PRATTVILLE AL 36066			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 13890.00	17 State income tax 483.77	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-FALERO		22222	Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 210000.00		2 Federal income tax withheld 55576.22	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 90000.00		4 Social security tax withheld 5580.00	
			5 Medicare wages and tips 210000.00		6 Medicare tax withheld 3045.00	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 583-10-4055			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial WALLACE		Last name FALERO		11 Nonqualified plans		12a See instructions for box 12
331 GREEN CHASE CIRCLE MONTGOMERY AL 36117			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 210000.00	17 State income tax 7569.51	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0447

a Control number 10-GAY		22222	Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 119375.00		2 Federal income tax withheld 27381.66	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 90000.00		4 Social security tax withheld 5580.00	
			5 Medicare wages and tips 119375.00		6 Medicare tax withheld 1730.95	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 416-11-1385			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial MICKEY		Last name GAY		11 Nonqualified plans		12a See instructions for box 12
32 DOGWOOD DRIVE CALERA AL 35040			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 119375.00	17 State income tax 4654.59	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-GUY		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 23345.00		2 Federal income tax withheld 4371.86	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 23345.00		4 Social security tax withheld 1447.39	
				5 Medicare wages and tips 23345.00		6 Medicare tax withheld 338.51	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 423-11-2933				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial ALLISON		Last name GUY		11 Nonqualified plans		12a See instructions for box 12	
497 MCRAE ROAD DEATSVILLE AL 36022				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 23345.00	17 State income tax 899.29	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-LAUDERD		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 69518.75		2 Federal income tax withheld 11103.24	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 69518.75		4 Social security tax withheld 4310.20	
				5 Medicare wages and tips 69518.75		6 Medicare tax withheld 1008.03	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 416-04-0877				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial RICK		Last name LAUDERDALE		11 Nonqualified plans		12a See instructions for box 12	
261 ELBERT DRIVE ALEXANDER CITAL 35010				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 69518.75	17 State income tax 2570.02	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-MCINTOS		22222	Void <input type="checkbox"/>		For Official Use Only  OMB No. 1545-0002	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 67829.50		2 Federal income tax withheld 8316.13	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 67829.50		4 Social security tax withheld 4205.45	
			5 Medicare wages and tips 67829.50		6 Medicare tax withheld 983.53	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 417-15-1167			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial ELIZABETH		Last name MCINTOSH		11 Nonqualified plans		12a See instructions for box 12
400 MERRY PLACE PIKE ROAD AL 36064			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 67829.50	17 State income tax 3128.96	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service


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a Control number 10-MOOREHO		22222	Void <input type="checkbox"/>		For Official Use Only  OMB No. 1545-0002	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 650000.00		2 Federal income tax withheld 302190.80	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 90000.00		4 Social security tax withheld 5580.00	
			5 Medicare wages and tips 650000.00		6 Medicare tax withheld 9425.00	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 512-46-7602			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial JOHN		Last name MOOREHOUSE		11 Nonqualified plans		12a See instructions for box 12
2231 OLD PIKE ROAD PIKE ROAD AL 36064			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 650000.00	17 State income tax 38772.46	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-NORRIS		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 62038.00		2 Federal income tax withheld 7533.50	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 62038.00		4 Social security tax withheld 3846.40	
				5 Medicare wages and tips 62038.00		6 Medicare tax withheld 899.61	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 421-04-5651				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial BEATRICE BEAR		Last name NORRIS		11 Nonqualified plans		12a See instructions for box 12	
2019 COMMODORE DRIVE MONTGOMERY AL 36106				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State AL		Employer's state ID number 233891		16 State wages, tips, etc. 62038.00		17 State income tax 2448.46	
				18 Local wages, tips, etc.		19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-TREADWE		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 4800.00		2 Federal income tax withheld 642.91	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 4800.00		4 Social security tax withheld 297.60	
				5 Medicare wages and tips 4800.00		6 Medicare tax withheld 69.60	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 423-08-8559				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial DENISE		Last name TREADWELL		11 Nonqualified plans		12a See instructions for box 12	
419 OLD SPRINGVILLE ROAD ODENVILLE AL 35120				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State AL		Employer's state ID number 233891		16 State wages, tips, etc. 4800.00		17 State income tax 184.52	
				18 Local wages, tips, etc.		19 Local income tax	
						20 Locality name	

AERAS 0450Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-WILKERS		22222		Void <input type="checkbox"/>		For Official Use Only ▶ OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 104537.50		2 Federal income tax withheld 15741.80	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 90000.00		4 Social security tax withheld 5580.00	
				5 Medicare wages and tips 104537.50		6 Medicare tax withheld 1515.80	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 420-98-2306				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial BENNY		Last name WILKERSON		11 Nonqualified plans		12a See instructions for box 12	
813 NORTH CLAXTON AVE. ELBA AL 36323				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code				15 State AL		Employer's state ID number 233891	
16 State wages, tips, etc. 104537.50		17 State income tax 4493.53		18 Local wages, tips, etc.		19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0451

a Control number 20-DESTIN		22222		Void <input type="checkbox"/>		For Official Use Only ▶ OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 30631.15		2 Federal income tax withheld 2271.37	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 30631.15		4 Social security tax withheld 1899.18	
				5 Medicare wages and tips 30631.15		6 Medicare tax withheld 444.13	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 417-23-2001				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial KELLI H.		Last name DESTIN		11 Nonqualified plans		12a See instructions for box 12	
118 MOUNTAIN LAUREL ROAD PRATTVILLE AL 36067				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code				15 State AL		Employer's state ID number 233891	
16 State wages, tips, etc. 30631.15		17 State income tax 1133.04		18 Local wages, tips, etc.		19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 20-FRAWLEY		22222	Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 41965.93		2 Federal income tax withheld 4339.46	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 41965.93		4 Social security tax withheld 2601.83	
			5 Medicare wages and tips 41965.93		6 Medicare tax withheld 608.54	
			7 Social security tips		8 Allocated tips	
			9 Advance EIC payment		10 Dependent care benefits	
d Employee's social security number 417-84-6621		11 Nonqualified plans		12a See instructions for box 12		
e Employee's first name and initial KATHY A.		Last name FRAWLEY		12b		
1203 YORKSHIRE DRIVE PRATTVILLE AL 36067		13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12c		
		14 Other		12d		
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 41965.93	17 State income tax 1765.44	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0452


a Control number 20-KITCHEN		22222	Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 40750.97		2 Federal income tax withheld 5191.61	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 40750.97		4 Social security tax withheld 2526.53	
			5 Medicare wages and tips 40750.97		6 Medicare tax withheld 590.87	
			7 Social security tips		8 Allocated tips	
			9 Advance EIC payment		10 Dependent care benefits	
d Employee's social security number 421-62-7502		11 Nonqualified plans		12a See instructions for box 12		
e Employee's first name and initial KATHRYN B.		Last name KITCHENS		12b		
2401 NOBLE WOOD COURT MONTGOMERY AL 36117		13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12c		
		14 Other		12d		
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 40750.97	17 State income tax 1620.07	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 20-PLATT		22222	Void <input type="checkbox"/>		For Official Use Only  OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 25500.00		2 Federal income tax withheld 2687.52	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 25500.00		4 Social security tax withheld 1581.00	
			5 Medicare wages and tips 25500.00		6 Medicare tax withheld 369.79	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 571-08-4891			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial MARK		Last name PLATT		11 Nonqualified plans		12a See instructions for box 12
8636 HEARTHSTONE DRIVE MONTGOMERY AL 36117			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 25500.00	17 State income tax 934.63	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax
Statement

2005

Department of the Treasury—Internal Revenue Service


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AERAS 0453

a Control number 20-ROGERS		22222	Void <input type="checkbox"/>		For Official Use Only  OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 48461.73		2 Federal income tax withheld 5281.85	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 48461.73		4 Social security tax withheld 3004.58	
			5 Medicare wages and tips 48461.73		6 Medicare tax withheld 702.79	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 420-25-1100			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial ASHLEY		Last name ROGERS		11 Nonqualified plans		12a See instructions for box 12
612 INGLESIDE WAY PIKE ROAD AL 36064			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 48461.73	17 State income tax 1706.22	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax
Statement

2005

Department of the Treasury—Internal Revenue Service

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a Control number 20-SHAW		22222		Void <input type="checkbox"/>		For Official Use Only > OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 53847.54		2 Federal income tax withheld 5706.77	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 53847.54		4 Social security tax withheld 3338.64	
				5 Medicare wages and tips 53847.54		6 Medicare tax withheld 780.83	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 422-62-5391				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial JEANIE M.		Last name SHAW		11 Nonqualified plans		12a See instructions for box 12	
f Employee's address and ZIP code 3620 MARLER ROAD PIKE ROAD AL 36064				13 Statutory employee <input type="checkbox"/>		12b	
				Retirement plan <input type="checkbox"/>		12c	
				Third-party sick pay <input type="checkbox"/>		12d	
				14 Other			
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 53847.54		17 State income tax 2115.46		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0454

a Control number 20-STANLEY		22222		Void <input type="checkbox"/>		For Official Use Only > OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 20400.00		2 Federal income tax withheld 4840.08	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 20400.00		4 Social security tax withheld 1264.80	
				5 Medicare wages and tips 20400.00		6 Medicare tax withheld 295.92	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 416-70-4536				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial REX		Last name STANLEY		11 Nonqualified plans		12a See instructions for box 12	
f Employee's address and ZIP code 3111 FERNWAY COURT MONTGOMERY AL 36111				13 Statutory employee <input type="checkbox"/>		12b	
				Retirement plan <input type="checkbox"/>		12c	
				Third-party sick pay <input type="checkbox"/>		12d	
				14 Other			
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 20400.00		17 State income tax 1218.00		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 30-TROTTER		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 7543.06		2 Federal income tax withheld 611.23	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 7543.06		4 Social security tax withheld 467.67	
				5 Medicare wages and tips 7543.06		6 Medicare tax withheld 109.37	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 253-19-7618				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial MARSHA		Last name TROTTER		11 Nonqualified plans		12a See instructions for box 12	
692 LARKIN LANE MONTGOMERY AL 36109				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 7543.06	17 State income tax 284.80	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0455

a Control number 40-FRAWLEG		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 25927.57		2 Federal income tax withheld 2258.76	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106				3 Social security wages 25927.57		4 Social security tax withheld 1607.50	
				5 Medicare wages and tips 25927.57		6 Medicare tax withheld 375.86	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 416-27-8036				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial GINGER		Last name FRAWLEY		11 Nonqualified plans		12a See instructions for box 12	
1203 YORKSHIRE DR. PRATTVILLE AL 36067				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
f Employee's address and ZIP code							
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 25927.57	17 State income tax 1053.44	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 40-RUSSELL		22222	Void <input type="checkbox"/>		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 34588.60		2 Federal income tax withheld 4478.74	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 34588.60		4 Social security tax withheld 2144.42	
			5 Medicare wages and tips 34588.60		6 Medicare tax withheld 501.55	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 419-98-8513			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial MELANIE		Last name RUSSELL		11 Nonqualified plans		12a See instructions for box 12
510 BOXWOOD RD. PRATTVILLE AL 36067			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 34588.60	17 State income tax 1363.87	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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AERAS 0456

a Control number 40-SMILEY		22222	Void <input type="checkbox"/>		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 25811.05		2 Federal income tax withheld 3202.95	
c Employer's name, address, and ZIP code ALABAMA ER ADMIN SERVICES, PC 4160 CARMICHAEL ROAD SUITE 10 MONTGOMERY AL 36106			3 Social security wages 25811.05		4 Social security tax withheld 1600.31	
			5 Medicare wages and tips 25811.05		6 Medicare tax withheld 374.19	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 423-08-4071			9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial KATRINA		Last name SMILEY		11 Nonqualified plans		12a See instructions for box 12
3020 SOUTHMALL CIRCLE APARTMENT F MONTGOMERY AL 36116			13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
f Employee's address and ZIP code						
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 25811.05	17 State income tax 994.64	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement**2005**

Department of the Treasury—Internal Revenue Service

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a Control number 10-DEJESUS		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 20-2610756		1 Wages, tips, other compensation 80998.98		2 Federal income tax withheld 20384.18	
c Employer's name, address, and ZIP code ER MED LLC 4160 CARMICHAEL ROAD MONTGOMERY, AL 36106		3 Social security wages 80998.98		4 Social security tax withheld 5021.94	
		5 Medicare wages and tips 80998.98		6 Medicare tax withheld 1174.49	
		7 Social security tips		8 Allocated tips	
d Employee's social security number 096-90-1468		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code DANTE DE JESUS 9220 SILVERBERRY COURT MONTGOMERY AL 36117		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State Employer's state ID number AL 0000440558		16 State wages, tips, etc. 80998.98		17 State income tax 2877.41	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

Form W-2 Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2005

Department of the Treasury—Internal Revenue Service

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AERAS 0457

a Control number 22222		Void <input checked="" type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 20-2610756		1 Wages, tips, other compensation 80998.98		2 Federal income tax withheld 20384.18	
c Employer's name, address, and ZIP code ER MED LLC 4160 CARMICHAEL ROAD MONTGOMERY, AL 36106		3 Social security wages 80998.98		4 Social security tax withheld 5021.94	
		5 Medicare wages and tips 80998.98		6 Medicare tax withheld 1174.49	
		7 Social security tips		8 Allocated tips	
d Employee's social security number		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State Employer's state ID number AL		16 State wages, tips, etc. 80998.98		17 State income tax 2877.41	
				18 Local wages, tips, etc.	
				19 Local income tax	
				20 Locality name	

Form W-2 Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2005

Department of the Treasury—Internal Revenue Service

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a Control number 10-BRANNON		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 4500.00		2 Federal income tax withheld 373.45		
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 4500.00		4 Social security tax withheld 278.99		
		5 Medicare wages and tips 4500.00		6 Medicare tax withheld 65.25		
		7 Social security tips		8 Allocated tips		
		9 Advance EIC payment		10 Dependent care benefits		
d Employee's social security number 424-31-1543		11 Nonqualified plans		12a See instructions for box 12		
e Employee's name, address, and ZIP code WILLIAM BRANNON 2057 COMODORE STREET MONTGOMERY AL 36106		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b		
		14 Other		12c		
				12d		
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 4500.00	17 State income tax 153.69	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
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a Control number 10-CARTER		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 16533.43		2 Federal income tax withheld 1884.27		
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 16533.43		4 Social security tax withheld 1025.07		
		5 Medicare wages and tips 16533.43		6 Medicare tax withheld 239.75		
		7 Social security tips		8 Allocated tips		
		9 Advance EIC payment		10 Dependent care benefits		
d Employee's social security number 416-23-3477		11 Nonqualified plans		12a See instructions for box 12		
e Employee's name, address, and ZIP code MELONI CARTER 1203 BRADBURY LANE PRATTVILLE AL 36067		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b		
		14 Other		12c		
				12d		
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 16533.43	17 State income tax 554.41	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

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Department of the Treasury—Internal Revenue Service
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AERAS 0458

FORM LW2D1

a Control number 10-CLEVELA		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 78410.00		2 Federal income tax withheld 9989.11
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 78410.00		4 Social security tax withheld 4861.42
			5 Medicare wages and tips 78410.00		6 Medicare tax withheld 1136.95
			7 Social security tips		8 Allocated tips
d Employee's social security number 317-52-9763			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code JIMMY CLEVELAND 2942 BALDWIN BROOK DRIVE MONTGOMERY AL 36116			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 78410.00	17 State income tax 3136.80	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

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Department of the Treasury—Internal Revenue Service
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a Control number 10-COOPER		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 42724.38		2 Federal income tax withheld 5971.23
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 42724.38		4 Social security tax withheld 2648.95
			5 Medicare wages and tips 42724.38		6 Medicare tax withheld 619.54
			7 Social security tips		8 Allocated tips
d Employee's social security number 044-50-5839			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code JUDY COOPER 2665 CAPSTONE DRIVE MONTGOMERY AL 36106			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 42724.38	17 State income tax 1650.34	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
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AERAS 0459

FORM LW2D1

a Control number 10-CRYSEL		22222 Void <input type="checkbox"/>		OMB No. 1545-0008			
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 69287.00		2 Federal income tax withheld 9039.49	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 69287.00		4 Social security tax withheld 4295.79	
				5 Medicare wages and tips 69287.00		6 Medicare tax withheld 1004.68	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 417-94-7032				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code KIMBERLY CRYSEL 1806 EDINBURGH STREET PRATTVILLE AL 36066				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 69287.00	17 State income tax 2597.94	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
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Act Notice, see back of Copy D.

a Control number 10-FALERO		22222 Void <input type="checkbox"/>		OMB No. 1545-0008			
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 240000.00		2 Federal income tax withheld 60592.98	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 94200.00		4 Social security tax withheld 5840.40	
				5 Medicare wages and tips 240000.00		6 Medicare tax withheld 3480.00	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 583-10-4055				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code WALLACE FALERO 331 GREEN CHASE CIRCLE MONTGOMERY AL 36117				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 240000.00	17 State income tax 9580.38	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
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Act Notice, see back of Copy D.

AERAS 0460

FORM LW2D1

a Control number 10-FALLSNI		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 2401.00		2 Federal income tax withheld 232.41	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 2401.00		4 Social security tax withheld 148.86	
			5 Medicare wages and tips 2401.00		6 Medicare tax withheld 34.82	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 180-66-8373			9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code NICOLE FALLS 251 BEACHWOOD DRIVE WETUMPKA AL 36092			11 Nonqualified plans		12a See instructions for box 12	
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 2401.00	17 State income tax 84.69	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

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Department of the Treasury—Internal Revenue Service
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a Control number 10-GAY		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 128137.50		2 Federal income tax withheld 29705.68	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 94200.00		4 Social security tax withheld 5840.40	
			5 Medicare wages and tips 128137.50		6 Medicare tax withheld 1857.99	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 416-11-1385			9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code MICKEY GAY 32 DOGWOOD DRIVE CALERA AL 35040			11 Nonqualified plans		12a See instructions for box 12	
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 128137.50	17 State income tax 4837.88	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

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Department of the Treasury—Internal Revenue Service
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AERAS 0461

FORM LW2D1

a Control number 10-GUY		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 40875.00		2 Federal income tax withheld 7149.70	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 40875.00		4 Social security tax withheld 2534.27	
				5 Medicare wages and tips 40875.00		6 Medicare tax withheld 592.72	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 423-11-2933				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code ALLISON GUY 497 MCRAE ROAD DEATSVILLE AL 36022				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 40875.00		17 State income tax 1542.56		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form W-2 Wage and Tax Statement
Copy 1—For State, City, or Local Tax Department
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Department of the Treasury—Internal Revenue Service
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a Control number 10-LAUDERD		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 94879.69		2 Federal income tax withheld 16795.31	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 94200.00		4 Social security tax withheld 5840.40	
				5 Medicare wages and tips 94879.69		6 Medicare tax withheld 1375.78	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 416-04-0877				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code RICK LAUDERDALE 261 ELBERT DRIVE ALEXANDER CITAL 35010				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 94879.69		17 State income tax 3530.13		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form W-2 Wage and Tax Statement
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Department of the Treasury—Internal Revenue Service
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AERAS 0462

FORM LW2D1

a Control number 10-MATTHEW		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 1775.50		2 Federal income tax withheld 132.27	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 1775.50		4 Social security tax withheld 110.09	
		5 Medicare wages and tips 1775.50		6 Medicare tax withheld 25.75	
		7 Social security tips		8 Allocated tips	
d Employee's social security number 420-25-4229		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code KIMBERLY MATTHEWS 314 SHADY NOOK DRIVE DEATSVILLE AL 36022		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 1775.50	17 State income tax 58.47	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form W-2 Wage and Tax Statement
2006
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

Department of the Treasury—Internal Revenue Service

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a Control number 10-MCINTOS		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 63053.00		2 Federal income tax withheld 7460.92	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 63053.00		4 Social security tax withheld 3909.31	
		5 Medicare wages and tips 63053.00		6 Medicare tax withheld 914.27	
		7 Social security tips		8 Allocated tips	
d Employee's social security number 417-15-1167		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code ELIZABETH MCINTOSH 400 MERRY PLACE PIKE ROAD AL 36064		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 63053.00	17 State income tax 2856.12	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form W-2 Wage and Tax Statement
2006
 Copy 1—For State, City, or Local Tax Department
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AERAS 0463

FORM LW2D1

a Control number 10-MOOREHO		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 300000.00		2 Federal income tax withheld 85192.98
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 94200.00		4 Social security tax withheld 5840.40
			5 Medicare wages and tips 300000.00		6 Medicare tax withheld 4350.00
			7 Social security tips		8 Allocated tips
d Employee's social security number 512-46-7602			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code JOHN MOOREHOUSE 3349 ALLENDALE PLACE MONTGOMERY AL 36111			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State Employer's state ID number AL 233891	16 State wages, tips, etc. 300000.00	17 State income tax 10600.38	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement
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a Control number 10-NORRIS		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 75604.35		2 Federal income tax withheld 9534.75
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 75604.35		4 Social security tax withheld 4687.51
			5 Medicare wages and tips 75604.35		6 Medicare tax withheld 1096.34
			7 Social security tips		8 Allocated tips
d Employee's social security number 421-04-5651			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code BEATRICE BEAR NORRIS 2019 MYRTLEWOOD DRIVE MONTGOMERY AL 36111			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State Employer's state ID number AL 233891	16 State wages, tips, etc. 75604.35	17 State income tax 2888.06	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2** Wage and Tax Statement
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AERAS 0464

FORM LW2D1

a Control number 10-PLATT		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 5062.50		2 Federal income tax withheld 183.51
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 5062.50		4 Social security tax withheld 313.88
			5 Medicare wages and tips 5062.50		6 Medicare tax withheld 73.41
			7 Social security tips		8 Allocated tips
d Employee's social security number 422-21-1973			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code LAUREN PLATT 8636 HEARTHSTONE DRIVE MONTGOMERY AL 36117			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 5062.50	17 State income tax 165.97	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2 Wage and Tax Statement**
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 Copy D—For Employer.

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Department of the Treasury—Internal Revenue Service
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a Control number 10-PRITCH		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 18695.00		2 Federal income tax withheld 1711.64
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 18695.00		4 Social security tax withheld 1159.09
			5 Medicare wages and tips 18695.00		6 Medicare tax withheld 271.09
			7 Social security tips		8 Allocated tips
d Employee's social security number 260-17-0238			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code CHRISTOPHER PRITCHETT 504 LARKIN LANE MONTGOMERY AL 36109			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 18695.00	17 State income tax 716.94	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2 Wage and Tax Statement**
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2006**AERAS 0465**

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 FORM LW2D1

a Control number 10-SMITHST		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 5684.43		2 Federal income tax withheld 222.60	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 5684.43		4 Social security tax withheld 352.44	
				5 Medicare wages and tips 5684.43		6 Medicare tax withheld 82.43	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 417-86-0265				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code STEVEN SMITH 500 PINETREE LANE MONTGOMERY AL 36109				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 5684.43	17 State income tax 224.98	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

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a Control number 10-TRAUT		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 8094.43		2 Federal income tax withheld 750.44	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 8094.43		4 Social security tax withheld 501.86	
				5 Medicare wages and tips 8094.43		6 Medicare tax withheld 117.37	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 278-78-4493				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code JENNIFER TRAUTMANN 359 NEW HAVEN BLVD. MONTGOMERY AL 36117				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 8094.43	17 State income tax 250.19	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

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AERAS 0466

FORM LW2D1

a Control number 10-TREADWE		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 7726.93		2 Federal income tax withheld 1066.12		
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 7726.93		4 Social security tax withheld 479.07		
		5 Medicare wages and tips 7726.93		6 Medicare tax withheld 112.05		
		7 Social security tips		8 Allocated tips		
d Employee's social security number 423-08-8559		9 Advance EIC payment		10 Dependent care benefits		
e Employee's name, address, and ZIP code DENISE TREADWELL 419 OLD SPRINGVILLE ROAD ODENVILLE AL 35120		11 Nonqualified plans		12a See instructions for box 12		
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b		
		14 Other		12c		
				12d		
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 7726.93	17 State income tax 302.24	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement
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a Control number 10-WILKERS		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 105054.00		2 Federal income tax withheld 15911.87		
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 94200.00		4 Social security tax withheld 5840.40		
		5 Medicare wages and tips 105054.00		6 Medicare tax withheld 1523.31		
		7 Social security tips		8 Allocated tips		
d Employee's social security number 420-98-2306		9 Advance EIC payment		10 Dependent care benefits		
e Employee's name, address, and ZIP code BENNY WILKERSON 813 NORTH CLAXTON AVE. ELBA AL 36323		11 Nonqualified plans		12a See instructions for box 12		
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b		
		14 Other		12c		
				12d		
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 105054.00	17 State income tax 4383.44	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form W-2 Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
 For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

AERAS 0467

FORM LW2D1

a Control number 20-DESTIN		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 31700.15		2 Federal income tax withheld 2689.55	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 31700.15		4 Social security tax withheld 1965.42	
		5 Medicare wages and tips 31700.15		6 Medicare tax withheld 459.66	
		7 Social security tips		8 Allocated tips	
d Employee's social security number 417-23-2001		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code KELLI D. DESTIN 118 MOUNTAIN LAUREL ROAD PRATTVILLE AL 36067		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 31700.15	17 State income tax 1127.40	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

a Control number 20-GREEN		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661		1 Wages, tips, other compensation 10860.86		2 Federal income tax withheld 647.49	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106		3 Social security wages 10860.86		4 Social security tax withheld 673.40	
		5 Medicare wages and tips 10860.86		6 Medicare tax withheld 157.51	
		7 Social security tips		8 Allocated tips	
d Employee's social security number 419-88-6384		9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code BARBARA GREEN 902 GIVENS DRIVE MONTGOMERY AL 36117		11 Nonqualified plans		12a See instructions for box 12	
		13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
		14 Other		12c	
				12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 10860.86	17 State income tax 348.11	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

AERAS 0468

FORM LW2D1

a Control number 20-KITCHEN		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 50609.11		2 Federal income tax withheld 7290.97
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 50609.11		4 Social security tax withheld 3137.68
			5 Medicare wages and tips 50609.11		6 Medicare tax withheld 733.94
			7 Social security tips		8 Allocated tips
d Employee's social security number 421-62-7502			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code KATHRYN B. KITCHENS 2401 NOBLE WOOD COURT MONTGOMERY AL 36117			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 50609.11	17 State income tax 1960.96	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2** Wage and Tax
Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

For Privacy Act and Paperwork Reduction
Act Notice, see back of Copy D.

a Control number 20-PARKERE		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 15551.94		2 Federal income tax withheld 529.92
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 15551.94		4 Social security tax withheld 964.23
			5 Medicare wages and tips 15551.94		6 Medicare tax withheld 225.51
			7 Social security tips		8 Allocated tips
d Employee's social security number 424-78-0592			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code ERNEST PARKER, JR. 7224 OLD BARN ROAD MONTGOMERY AL 36117			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 15551.94	17 State income tax 617.80	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2** Wage and Tax
Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

For Privacy Act and Paperwork Reduction
Act Notice, see back of Copy D.

AERAS 0469

FORM LW2D1

a Control number 20-PLATT		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 118019.24		2 Federal income tax withheld 17592.91	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 94200.00		4 Social security tax withheld 5840.40	
				5 Medicare wages and tips 118019.24		6 Medicare tax withheld 1711.40	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 571-08-4891				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code MARK PLATT 8636 HEARTHSTONE DRIVE MONTGOMERY AL 36117				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 118019.24	17 State income tax 4911.58	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

a Control number 20-ROGERS		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 23576.12		2 Federal income tax withheld 3171.43	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 23576.12		4 Social security tax withheld 1461.72	
				5 Medicare wages and tips 23576.12		6 Medicare tax withheld 341.83	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 420-25-1100				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code ASHLEY ROGERS 612 INGLESIDE WAY PIKE ROAD AL 36064				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 23576.12	17 State income tax 880.26	18 Local wages, tips, etc.	19 Local income tax	20 Locality name	

Form **W-2** Wage and Tax Statement
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

AERAS 0470

FORM LW2D1

a Control number 20-SHAW		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 57125.82		2 Federal income tax withheld 6122.40
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 57125.82		4 Social security tax withheld 3541.79
			5 Medicare wages and tips 57125.82		6 Medicare tax withheld 828.40
			7 Social security tips		8 Allocated tips
d Employee's social security number 422-62-5391			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code JEANIE M. SHAW 3620 MARLER ROAD PIKE ROAD AL 36064			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 57125.82	17 State income tax 2184.15	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2 Wage and Tax Statement**
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
 For Privacy Act and Paperwork Reduction
 Act Notice, see back of Copy D.

a Control number 20-STANLEY		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 850.00		2 Federal income tax withheld 201.67
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 850.00		4 Social security tax withheld 52.70
			5 Medicare wages and tips 850.00		6 Medicare tax withheld 12.33
			7 Social security tips		8 Allocated tips
d Employee's social security number 416-70-4536			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code REX STANLEY 3111 FERNWAY COURT MONTGOMERY AL 36111			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 850.00	17 State income tax 50.75	18 Local wages, tips, etc.	19 Local income tax
				20 Locality name	

Form **W-2 Wage and Tax Statement**
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

AERAS 0471

Department of the Treasury—Internal Revenue Service
 For Privacy Act and Paperwork Reduction
 Act Notice, see back of Copy D.

FORM LW2D1

a Control number 40-FRAWLEG		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 5646.97		2 Federal income tax withheld 456.01
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 5646.97		4 Social security tax withheld 350.10
			5 Medicare wages and tips 5646.97		6 Medicare tax withheld 81.89
			7 Social security tips		8 Allocated tips
d Employee's social security number 416-27-8036			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code GINGER FRAWLEY 1203 YORKSHIRE DR. PRATTVILLE AL 36067			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 5646.97	17 State income tax 226.46	18 Local wages, tips, etc.	19 Local income tax
					20 Locality name

Form W-2 Wage and Tax Statement
Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

a Control number 40-JONES		22222 Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 9116.25		2 Federal income tax withheld 1128.92
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 9116.25		4 Social security tax withheld 565.21
			5 Medicare wages and tips 9116.25		6 Medicare tax withheld 132.18
			7 Social security tips		8 Allocated tips
d Employee's social security number 419-29-9428			9 Advance EIC payment		10 Dependent care benefits
e Employee's name, address, and ZIP code KRISTI JONES 720 S. MARQUETTE DRIVE MONTGOMERY AL 36104			11 Nonqualified plans		12a See instructions for box 12
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b
			14 Other		12c
					12d
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 9116.25	17 State income tax 319.81	18 Local wages, tips, etc.	19 Local income tax
					20 Locality name

Form W-2 Wage and Tax Statement
Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

AERAS 0472

FORM LW2D1

a Control number 40-MAYS		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 16367.96		2 Federal income tax withheld 1595.65	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 16367.96		4 Social security tax withheld 1014.76	
			5 Medicare wages and tips 16367.96		6 Medicare tax withheld 237.35	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 421-21-6821			9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code QUATISHA MAYS 466 EASTDALE ROAD SOUTH MONTGOMERY AL 36117			11 Nonqualified plans		12a See instructions for box 12	
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 16367.96	17 State income tax 576.10	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2 Wage and Tax Statement**
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
 For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

a Control number 40-RUSSELL		22222 Void <input type="checkbox"/>		OMB No. 1545-0008		
b Employer identification number (EIN) 63-0957661			1 Wages, tips, other compensation 36903.75		2 Federal income tax withheld 5112.74	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106			3 Social security wages 36903.75		4 Social security tax withheld 2287.98	
			5 Medicare wages and tips 36903.75		6 Medicare tax withheld 535.01	
			7 Social security tips		8 Allocated tips	
d Employee's social security number 419-98-8513			9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code MELANIE RUSSELL 510 BOXWOOD RD. PRATTVILLE AL 36067			11 Nonqualified plans		12a See instructions for box 12	
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
			14 Other		12c	
					12d	
15 State AL	Employer's state ID number 233891	16 State wages, tips, etc. 36903.75	17 State income tax 1419.32	18 Local wages, tips, etc.	19 Local income tax	20 Locality name

Form **W-2 Wage and Tax Statement**
 Copy 1—For State, City, or Local Tax Department
 Copy D—For Employer.

2006

Department of the Treasury—Internal Revenue Service
 For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

AERAS 0473

FORM LW2D1

a Control number 40-SMILEY		22222		Void <input type="checkbox"/>		OMB No. 1545-0008	
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 29572.50		2 Federal income tax withheld 3847.06	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 29572.50		4 Social security tax withheld 1833.53	
				5 Medicare wages and tips 29572.50		6 Medicare tax withheld 428.84	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 423-08-4071				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code KATRINA SMILEY 3020 SOUTHMALL CIRCLE APARTMENT F MONTGOMERY AL 36116				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State Employer's state ID number AL 233891		16 State wages, tips, etc. 29572.50		17 State income tax 1116.12		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

a Control number 22222		Void <input checked="" type="checkbox"/>		OMB No. 1545-0008			
b Employer identification number (EIN) 63-0957661				1 Wages, tips, other compensation 1714398.81		2 Federal income tax withheld 314287.45	
c Employer's name, address, and ZIP code AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106				3 Social security wages 1293508.38		4 Social security tax withheld 80197.52	
				5 Medicare wages and tips 1714398.81		6 Medicare tax withheld 24859.35	
				7 Social security tips		8 Allocated tips	
d Employee's social security number				9 Advance EIC payment		10 Dependent care benefits	
e Employee's name, address, and ZIP code Suff.				11 Nonqualified plans		12a See instructions for box 12	
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b	
				14 Other		12c	
						12d	
15 State Employer's state ID number AL		16 State wages, tips, etc. 1714398.81		17 State income tax 65854.43		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax Statement

2006

Department of the Treasury—Internal Revenue Service

Copy 1—For State, City, or Local Tax Department
Copy D—For Employer.

For Privacy Act and Paperwork Reduction Act Notice, see back of Copy D.

AERAS 0474

FORM LW2D1

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 520-72-3289	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code DAVID GREGORY ALEXANDER 7524 MOSSY OAK DRIVE MONTGOMERY AL 36117		7 Nonemployee compensation \$ 482157.95	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	11	12		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$		
			18 State income \$		

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 423-02-4809	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code JAMES BRADWELL 124 PAYNE ROAD MONTGOMERY AL 36116		7 Nonemployee compensation \$ 464714.95	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	11	12		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no. \$		
			18 State income \$		

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

AERAS 0475

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S federal identification number 63-0957661		RECIPIENT'S identification number 583-10-4055		3 Other income \$	4 Federal income tax withheld \$
PAYER'S name, address, and ZIP code WALLACE G FALERO 331 GREENCHASE CIRCLE MONTGOMERY AL 36117		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy C For Payer or State Copy	
		7 Nonemployee compensation \$ 271875.27	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
PAYER'S federal identification number 63-0957661		RECIPIENT'S identification number 150-40-5621		3 Other income \$	4 Federal income tax withheld \$
PAYER'S name, address, and ZIP code JOSEPH A FOSTER 2079 WATERFRONT DRIVE GADSDEN AL 35907		5 Fishing boat proceeds \$	6 Medical and health care payments \$	Copy C For Payer or State Copy	
		7 Nonemployee compensation \$ 42267.50	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

AERAS 0476

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 562-85-7919	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code CARLOS GUTIERREZ 3507 HARDING CLOSE CIRCLE MONTGOMERY AL 36106		7 Nonemployee compensation \$ 359461.08	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 251-25-7662	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code JOSHUA KOTOUK 1372 ANDERSON AVENUE MORGANTOWN WV 26505		7 Nonemployee compensation \$ 9800.00	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form **1099-MISC**

Department of the Treasury - Internal Revenue Service

AERAS 0477

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 419-41-5216	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code JULIAN MAHAGANASAN 1263 EAGLE PARK ROAD BIRMINGHAM AL 35242		7 Nonemployee compensation \$ 254567.42	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 260-79-1950	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code JAMES MATIC 900 DEER TRACE ROAD PELL CITY AL 35125		7 Nonemployee compensation \$ 1000.00	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

AERAS 0478

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 582-73-6316	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code JULIO RIOS 3101 MARLER ROAD PIKE ROAD AL 36064		7 Nonemployee compensation \$ 644362.56	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 279-42-4581	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code RONALD A SHAW 8112 WESTLAKES PLACE MONTGOMERY AL 36117		7 Nonemployee compensation \$ 363350.91	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
Account number (see instructions)	2nd TIN not <input type="checkbox"/>	13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

AERAS 0479

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
PAYER'S federal identification number 63-0957661		2 Royalties \$	4 Federal income tax withheld \$		
RECIPIENT'S identification number 419-88-1163		3 Other income \$	6 Medical and health care payments \$		
RECIPIENT'S name, address, and ZIP code GEORGE C SMITH JR 49 JACKSON SPRINGS ROAD LINEVILLE AL 36266		7 Nonemployee compensation \$ 107410.00	8 Substitute payments in lieu of dividends or interest \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
Account number (see instructions)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
2nd TIN not <input type="checkbox"/>		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
PAYER'S federal identification number 63-0957661		2 Royalties \$	4 Federal income tax withheld \$		
RECIPIENT'S identification number 421-72-5213		3 Other income \$	6 Medical and health care payments \$		
RECIPIENT'S name, address, and ZIP code JOEL C SULLIVAN 265 GLADYS DRIVE TITUS AL 36080		7 Nonemployee compensation \$ 311803.08	8 Substitute payments in lieu of dividends or interest \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.	
Account number (see instructions)		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
2nd TIN not <input type="checkbox"/>		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

AERAS 0480

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 63-0980970	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code HILL HILL CARTER FRANCO COLE & BLACK P O BOX 116 MONTGOMERY AL 36101		7 Nonemployee compensation \$ 12697.50	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Account number (see instructions)	2nd TIN not. <input type="checkbox"/>	11	12		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.		
			18 State income \$		

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006 Form 1099-MISC		Miscellaneous Income
		2 Royalties \$			
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 424-78-0592	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code ERNEST PARKER 7224 OLD BARN ROAD MONTGOMERY AL 36117		7 Nonemployee compensation \$ 6189.48	8 Substitute payments in lieu of dividends or interest \$		
		9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/>	10 Crop insurance proceeds \$		
Account number (see instructions)	2nd TIN not. <input type="checkbox"/>	11	12		For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.		
			18 State income \$		

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

AERAS 0481

2006 FORM LMC

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006		Miscellaneous Income
		2 Royalties \$	Form 1099-MISC		
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number 422-21-1973	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code LAUREN PLATT 8636 HEARTHSTONE DRIVE MONTGOMERY AL 36117		7 Nonemployee compensation \$ 696.85	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

Department of the Treasury - Internal Revenue Service

☐ VOID ☐ CORRECTED

PAYER'S name, street address, city, state, ZIP code, and telephone no. AERAS, P. C. 4160 CARMICHAEL ROAD SUITE 200 MONTGOMERY AL 36106 334 272 1050		1 Rents \$	OMB No. 1545-0115 2006		Miscellaneous Income
		2 Royalties \$	Form 1099-MISC		
		3 Other income \$	4 Federal income tax withheld \$		
PAYER'S federal identification number 63-0957661	RECIPIENT'S identification number	5 Fishing boat proceeds \$	6 Medical and health care payments \$		Copy C For Payer or State Copy
RECIPIENT'S name, address, and ZIP code COMPANY TOTAL COMPANY TOTAL COMPANY TOTAL		7 Nonemployee compensation \$ 3332354.55	8 Substitute payments in lieu of dividends or interest \$		
Account number (see instructions)		2nd TIN not. <input type="checkbox"/>	9 Payer made direct sales of \$5,000 or more of consumer products to a buyer (recipient) for resale <input type="checkbox"/> \$	10 Crop insurance proceeds \$	For Privacy Act and Paperwork Reduction Act Notice, see the 2006 General Instructions for Forms 1099, 1098, 5498, and W-2G.
		11	12		
		13 Excess golden parachute payments \$	14 Gross proceeds paid to an attorney \$		
15a Section 409A deferrals \$	15b Section 409A income \$	16 State tax withheld \$	17 State/Payer's state no.	18 State income \$	

Form 1099-MISC

AERAS 0482

Department of the Treasury - Internal Revenue Service

2006 FORM 1099-MISC

Control number 10-DEJESUS		22222		Void <input type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008	
b Employer identification number (EIN) 20-2610756				1 Wages, tips, other compensation 307781.06		2 Federal income tax withheld 82323.03	
c Employer's name, address, and ZIP code ER MED LLC 4160 CARMICHAEL ROAD MONTGOMERY AL 36104				3 Social security wages 94200.00		4 Social security tax withheld 5840.40	
				5 Medicare wages and tips 307781.06		6 Medicare tax withheld 4462.82	
				7 Social security tips		8 Allocated tips	
d Employee's social security number 096-90-1468				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial DANTE		Last name DE JESUS		Suff.		11 Nonqualified plans	
6212 MONTICELLO DRIVE MONTGOMERY AL 36117				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12a See instructions for box 12	
				14 Other		12b	
						12c	
						12d	
f Employee's address and ZIP code				15 State Employer's state ID number AL 0000440558		16 State wages, tips, etc. 307781.06	
				17 State income tax 10812.92		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax
Statement

2006

Department of the Treasury—Internal Revenue Service

For Privacy Act and Paperwork Reduction
Act Notice, see back of Copy D.

Copy A For Social Security Administration — Send this
entire page with Form W-3 to the Social Security
Administration; photocopies are not acceptable.

41-1628061

Do Not Cut, Fold, or Staple Forms on This Page — Do Not Cut, Fold, or Staple Forms on This Page

AERAS 0483

a Control number 22222		Void <input checked="" type="checkbox"/>		For Official Use Only <input type="checkbox"/> OMB No. 1545-0008			
b Employer identification number (EIN) 20-2610756				1 Wages, tips, other compensation 307781.06		2 Federal income tax withheld 82323.03	
c Employer's name, address, and ZIP code ER MED LLC 4160 CARMICHAEL ROAD MONTGOMERY AL 36104				3 Social security wages 94200.00		4 Social security tax withheld 5840.40	
				5 Medicare wages and tips 307781.06		6 Medicare tax withheld 4462.82	
				7 Social security tips		8 Allocated tips	
d Employee's social security number				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial		Last name		Suff.		11 Nonqualified plans	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12a See instructions for box 12	
				14 Other		12b	
						12c	
						12d	
f Employee's address and ZIP code				15 State Employer's state ID number AL		16 State wages, tips, etc. 307781.06	
				17 State income tax 10812.92		18 Local wages, tips, etc.	
						19 Local income tax	
						20 Locality name	

Form **W-2** Wage and Tax
Statement

2006

Department of the Treasury—Internal Revenue Service

For Privacy Act and Paperwork Reduction
Act Notice, see back of Copy D.

Copy A For Social Security Administration — Send this
entire page with Form W-3 to the Social Security
Administration; photocopies are not acceptable.

41-1628061

FORM LW2A

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/05 THRU 05/31/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
05/13/05	D03017 D	38.25	0.00	1,338.75	120.40	83.00	19.41	43.00	0.00	238.45	834.49
05/31/05	D03032 D	57.50	0.00	2,012.50	221.46	124.78	29.18	71.64	0.00	240.64	1,324.80
CARTER TOTAL:		95.75	0.00	3,351.25	341.86	207.78	48.59	114.64	0.00	479.09	2,159.29
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
05/13/05	D03018 D	84.00	0.00	4,200.00	627.08	260.40	60.90	165.73	0.00	0.00	3,085.89
05/31/05	D03033 D	84.00	0.00	4,200.00	627.08	260.40	60.90	165.73	0.00	0.00	3,085.89
CLEVELA TOTAL:		168.00	0.00	8,400.00	1,254.16	520.80	121.80	331.46	0.00	0.00	6,171.78
10-COOPER COOPER, JUDY SSN: 044-50-5839											
05/13/05	028493	26.00	0.00	520.00	18.15	32.24	7.54	16.25	0.00	0.00	445.82
05/31/05	028540	40.50	0.00	1,541.25	174.74	95.56	22.35	59.48	0.00	0.00	1,189.12
COOPER TOTAL:		66.50	0.00	2,061.25	192.89	127.80	29.89	75.73	0.00	0.00	1,634.94
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
05/13/05	D03007 D	0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
05/13/05	028494	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
05/31/05	028541	84.00	0.00	4,200.00	926.10	260.40	60.90	157.86	0.00	0.00	2,794.74
GAY TOTAL:		180.00	0.00	9,000.00	2,020.20	558.00	130.50	337.32	0.00	0.00	5,953.98
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
05/13/05	D03019 D	74.50	0.00	3,352.50	542.08	207.86	48.61	123.65	0.00	0.00	2,430.30
05/31/05	D03034 D	69.00	0.00	3,105.00	480.21	192.51	45.02	114.36	0.00	0.00	2,272.90
LAUDERD TOTAL:		143.50	0.00	6,457.50	1,022.29	400.37	93.63	238.01	0.00	0.00	4,703.20
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
05/13/05	D03020 D	102.00	0.00	3,570.00	489.58	221.34	51.77	156.10	0.00	0.00	2,651.21
05/31/05	D03035 D	94.00	0.00	3,290.00	419.58	203.98	47.71	145.60	0.00	0.00	2,473.13
MCINTOS TOTAL:		196.00	0.00	6,860.00	909.16	425.32	99.48	301.70	0.00	0.00	5,124.34
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
05/13/05	D03008 D	0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
05/13/05	D03021 D	47.00	0.00	2,350.00	228.62	144.27	33.74	86.37	0.00	56.10	1,800.90
05/31/05	D03036 D	36.00	0.00	1,800.00	146.12	110.17	25.77	63.00	0.00	115.19	1,339.75
NORRIS TOTAL:		83.00	0.00	4,150.00	374.74	254.44	59.51	149.37	0.00	171.29	3,140.65
10-TREADWE TREADWELL, DENISE SSN: 423-08-8559											
05/13/05	D03022 D	24.00	0.00	1,200.00	148.54	74.40	17.40	46.74	0.00	0.00	912.92
TREADWE TOTAL:		24.00	0.00	1,200.00	148.54	74.40	17.40	46.74	0.00	0.00	912.92
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
05/13/05	D03023 D	60.00	0.00	3,000.00	329.58	186.00	43.50	127.06	0.00	45.60	2,268.26
05/31/05	D03037 D	84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	45.60	3,046.50
WILKERS TOTAL:		144.00	0.00	7,200.00	943.33	446.40	104.40	299.91	0.00	91.20	5,314.76
DEPT 10 TOTAL:		1100.75	0.00	88,680.00	18,141.33	3,945.31	1,285.20	3,324.84	0.00	741.58	61,241.74

ALABAMA ER ADMIN SERVICES, PC

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/05 THRU 05/31/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
05/13/05	D03009	D 86.67	0.00	1,312.50	90.87	79.07	18.49	46.93	0.00	119.56	957.58
05/31/05	D03024	D 81.22	0.00	1,305.72	89.85	78.65	18.39	46.64	0.00	119.56	952.63
DESTIN TOTAL:		167.89	0.00	2,618.22	180.72	157.72	36.88	93.57	0.00	239.12	1,910.21
20-FRAWLEY FRAWLEY, KATHY A. SSN: 417-84-6621											
05/13/05	D03010	D 86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
05/31/05	D03025	D 72.73	0.00	2,249.52	234.84	138.57	32.41	94.18	0.00	128.58	1,620.94
FRAWLEY TOTAL:		159.40	0.00	4,499.02	469.68	277.14	64.82	188.36	0.00	257.16	3,241.86
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
05/13/05	D03011	D 86.67	0.00	1,559.25	190.53	95.87	22.42	61.33	0.00	25.95	1,163.15
05/31/05	D03026	D 86.67	0.00	1,559.25	190.53	95.87	22.42	61.33	0.00	25.95	1,163.15
KITCHEN TOTAL:		173.34	0.00	3,118.50	381.06	191.74	44.84	122.66	0.00	51.90	2,326.30
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
05/13/05	D03012	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
05/31/05	D03027	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
ROGERS TOTAL:		173.34	0.00	3,833.34	407.82	235.04	54.98	133.32	0.00	112.30	2,889.88
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
05/13/05	D03013	D 86.67	0.00	2,187.50	227.71	135.63	31.72	85.70	0.00	29.88	1,676.86
05/31/05	D03028	D 86.67	0.00	2,187.50	227.71	135.63	31.72	85.70	0.00	0.00	1,706.74
SHAW TOTAL:		173.34	0.00	4,375.00	455.42	271.26	63.44	171.40	0.00	29.88	3,383.60
20-STANLEY STANLEY, REX SSN: 416-70-4536											
05/13/05	D03014	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
05/31/05	D03029	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		1020.65	0.00	20,144.08	2,298.04	1,238.30	289.62	810.81	0.00	690.36	14,816.95

AERAS 0548

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/05 THRU 05/31/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER				SSN: 416-27-8036							
05/13/05	028491	86.67	0.00	1,041.71	84.80	64.59	15.10	42.01	0.00	25.00	810.21
05/31/05	028539	71.67	0.00	1,041.69	84.80	64.58	15.10	42.01	0.00	25.00	810.20
FRAWLEG TOTAL:		158.34	0.00	2,083.40	169.60	129.17	30.20	84.02	0.00	50.00	1,620.41
40-RUSSELL RUSSELL, MELANIE				SSN: 419-98-8513							
05/13/05	D03015 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
05/31/05	D03030 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
RUSSELL TOTAL:		173.34	0.00	2,583.34	324.58	160.16	37.46	101.28	0.00	48.00	1,911.86
40-SMILEY SMILEY, KATRINA				SSN: 423-08-4071							
05/13/05	D03016 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
05/31/05	D03031 D	46.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
SMILEY TOTAL:		133.34	0.00	1,906.74	223.10	118.22	27.64	72.52	0.00	0.00	1,465.26
DEPT 40 TOTAL:		465.02	0.00	6,573.48	717.28	407.55	95.30	257.82	0.00	98.00	4,997.53
REPORT TOTAL:		2586.42	0.00	115,397.56	21,156.65	5,591.16	1,670.12	4,393.47	0.00	1,529.94	81,056.22

AERAS 0549

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 06/01/05 THRU 06/30/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI			SSN: 416-23-3477								
06/15/05	D03040	D 20.00	0.00	700.00	36.67	43.40	10.15	16.58	0.00	238.45	354.75
06/30/05	D03062	D 8.00	0.00	280.00	0.00	17.36	4.06	3.13	0.00	139.46	115.99
CARTER TOTAL:		28.00	0.00	980.00	36.67	60.76	14.21	19.71	0.00	377.91	470.74
10-CLEVELA CLEVELAND, JIMMY			SSN: 317-52-9763								
06/15/05	D03041	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
06/30/05	D03063	D 72.00	0.00	3,600.00	477.08	223.20	52.20	143.23	0.00	0.00	2,704.29
CLEVELA TOTAL:		120.00	0.00	6,000.00	716.66	372.00	87.00	238.33	0.00	0.00	4,586.01
10-COOPER COOPER, JUDY			SSN: 044-50-5839								
06/15/05	028571	30.50	0.00	1,296.25	129.63	80.37	18.80	49.48	0.00	0.00	1,017.97
06/30/05	028610	36.50	0.00	1,551.25	177.24	96.18	22.49	59.85	0.00	0.00	1,195.49
COOPER TOTAL:		67.00	0.00	2,847.50	306.87	176.55	41.29	109.33	0.00	0.00	2,213.46
10-FALERO FALERO, WALLACE			SSN: 583-10-4055								
06/15/05	D03038	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY			SSN: 416-11-1385								
06/15/05	028572	108.00	0.00	5,400.00	1,262.10	334.80	78.30	201.06	0.00	0.00	3,523.74
06/30/05	028611	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
GAY TOTAL:		204.00	0.00	10,200.00	2,356.20	632.40	147.90	380.52	0.00	0.00	6,682.98
10-LAUDERD LAUDERDALE, RICK			SSN: 416-04-0877								
06/15/05	D03042	D 81.00	0.00	3,645.00	621.37	225.99	52.85	134.31	0.00	0.00	2,610.48
06/30/05	D03064	D 117.50	0.00	5,287.50	1,081.27	327.83	76.67	193.44	0.00	0.00	3,608.29
LAUDERD TOTAL:		198.50	0.00	8,932.50	1,702.64	553.82	129.52	327.75	0.00	0.00	6,218.77
10-MCINTOS MCINTOSH, ELIZABETH			SSN: 417-15-1167								
06/15/05	D03043	D 88.00	0.00	3,080.00	367.08	190.96	44.66	137.73	0.00	0.00	2,339.57
06/30/05	D03065	D 70.25	0.00	2,458.75	268.40	152.44	35.65	111.60	0.00	0.00	1,890.66
MCINTOS TOTAL:		158.25	0.00	5,538.75	635.48	343.40	80.31	249.33	0.00	0.00	4,230.23
10-MOOREHO MOOREHOUSE, JOHN			SSN: 512-46-7602								
06/15/05	D03039	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR			SSN: 421-04-5651								
06/15/05	D03044	D 84.00	0.00	4,200.00	621.31	258.97	60.57	159.24	0.00	56.10	3,043.81
06/30/05	D03066	D 79.50	0.00	3,975.00	565.06	245.02	57.30	150.80	0.00	108.49	2,848.33
NORRIS TOTAL:		163.50	0.00	8,175.00	1,186.37	503.99	117.87	310.04	0.00	164.59	5,892.14
10-TREADWE TREADWELL, DENISE			SSN: 423-08-8559								
06/30/05	D03067	D 12.00	0.00	600.00	58.54	37.20	8.70	21.24	0.00	0.00	474.32
TREADWE TOTAL:		12.00	0.00	600.00	58.54	37.20	8.70	21.24	0.00	0.00	474.32
10-WILKERS WILKERSON, BENNY			SSN: 420-98-2306								
06/15/05	D03045	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	45.60	3,046.50
06/30/05	D03068	D 60.00	0.00	3,000.00	329.58	186.00	43.50	127.06	0.00	45.60	2,268.26
WILKERS TOTAL:		144.00	0.00	7,200.00	943.33	446.40	104.40	299.91	0.00	91.20	5,314.76
- DEPT 10 TOTAL:		1095.25	0.00	90,473.75	18,876.92	4,056.52	1,311.20	3,386.12	0.00	633.70	62,209.29

AERAS 0550

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 06/01/05 THRU 06/30/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
06/15/05	D03046 D	69.76	0.00	1,241.81	80.27	74.68	17.47	43.92	0.00	169.56	855.91
06/30/05	D03054 D	81.67	0.00	1,312.53	90.88	79.07	18.49	46.93	0.00	169.56	907.60
DESTIN TOTAL:		151.43	0.00	2,554.34	171.15	153.75	35.96	90.85	0.00	339.12	1,763.51
20-FRAWLEY FRAWLEY, KATHY A. SSN: 417-84-6621											
06/15/05	D03047 D	86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
06/30/05	D03055 D	86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
FRAWLEY TOTAL:		173.34	0.00	4,499.00	469.68	277.14	64.82	188.36	0.00	257.16	3,241.84
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
06/15/05	D03048 D	81.35	0.00	1,559.28	190.54	95.87	22.42	61.33	0.00	25.95	1,163.17
06/30/05	D03056 D	86.67	0.00	1,559.25	190.53	95.87	22.42	61.33	0.00	25.95	1,163.15
KITCHEN TOTAL:		168.02	0.00	3,118.53	381.07	191.74	44.84	122.66	0.00	51.90	2,326.32
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
06/15/05	D03049 D	82.43	0.00	1,916.71	203.92	117.52	27.49	66.67	0.00	56.15	1,444.96
06/30/05	D03057 D	86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
ROGERS TOTAL:		169.10	0.00	3,833.38	407.83	235.04	54.98	133.33	0.00	112.30	2,889.90
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
06/15/05	D03050 D	79.80	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	0.00	1,706.75
06/30/05	D03058 D	62.67	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	9.43	1,697.32
SHAW TOTAL:		142.47	0.00	4,375.02	455.42	271.26	63.44	171.40	0.00	9.43	3,404.07
20-STANLEY STANLEY, REX SSN: 416-70-4536											
06/15/05	D03051 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
06/30/05	D03059 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		977.70	0.00	20,080.27	2,288.49	1,234.33	288.70	808.10	0.00	769.91	14,690.74

AERAS 0551

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 06/01/05 THRU 06/30/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT	
40-FRAWLEG FRAWLEY, GINGER		SSN: 416-27-8036										
06/15/05	028574	86.67	0.00	1,041.71	84.80	64.59	15.10	42.01	0.00	25.00	810.21	
06/30/05	028608	37.17	0.00	1,041.71	84.80	64.59	15.10	42.01	0.00	25.00	810.21	
FRAWLEG TOTAL:		123.84	0.00	2,083.42	169.60	129.18	30.20	84.02	0.00	50.00	1,620.42	
40-RUSSELL RUSSELL, MELANIE		SSN: 419-98-8513										
06/15/05	D03052 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93	
06/30/05	D03060 D	62.67	0.00	1,291.65	162.29	80.08	18.73	50.63	0.00	24.00	955.92	
RUSSELL TOTAL:		149.34	0.00	2,583.32	324.58	160.16	37.46	101.27	0.00	48.00	1,911.85	
40-SMILEY SMILEY, KATRINA		SSN: 423-08-4071										
06/15/05	D03053 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63	
06/30/05	D03061 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63	
SMILEY TOTAL:		173.34	0.00	1,906.74	223.10	118.22	27.64	72.52	0.00	0.00	1,465.26	
DEPT 40 TOTAL:		446.52	0.00	6,573.48	717.28	407.56	95.30	257.81	0.00	98.00	4,997.53	
REPORT TOTAL:		2519.47	0.00	117,127.50	21,882.69	5,698.41	1,695.20	4,452.03	0.00	1,501.61	81,897.56	

AERAS 0552

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 07/01/05 THRU 07/31/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
07/15/05	D03079	D 49.50	0.00	1,732.50	179.46	107.42	25.12	59.74	0.00	238.45	1,122.31
07/29/05	D03093	D 47.00	0.00	1,645.00	166.33	101.99	23.85	56.02	0.00	238.45	1,058.36
CARTER TOTAL:		96.50	0.00	3,377.50	345.79	209.41	48.97	115.76	0.00	476.90	2,180.67
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
07/15/05	D03080	D 60.00	0.00	3,000.00	329.58	186.00	43.50	120.60	0.00	0.00	2,320.32
07/29/05	D03094	D 60.00	0.00	3,000.00	329.58	186.00	43.50	120.60	0.00	0.00	2,320.32
CLEVELA TOTAL:		120.00	0.00	6,000.00	659.16	372.00	87.00	241.20	0.00	0.00	4,640.64
10-COOPER COOPER, JUDY SSN: 044-50-5839											
07/15/05	028648	24.00	0.00	1,020.00	88.19	63.24	14.79	37.74	0.00	0.00	816.04
07/29/05	028698	49.50	0.00	2,103.75	315.36	130.43	30.50	80.57	0.00	0.00	1,546.89
COOPER TOTAL:		73.50	0.00	3,123.75	403.55	193.67	45.29	118.31	0.00	0.00	2,362.93
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
07/29/05	D03095	D 18.00	0.00	360.00	2.67	22.32	5.22	5.58	0.00	0.00	324.21
CRYSEL TOTAL:		18.00	0.00	360.00	2.67	22.32	5.22	5.58	0.00	0.00	324.21
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
07/15/05	D03069	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
07/15/05	028649	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
07/29/05	028700	92.50	0.00	4,625.00	1,045.10	286.75	67.06	173.16	0.00	2.64	3,050.29
GAY TOTAL:		188.50	0.00	9,425.00	2,139.20	584.35	136.66	352.62	0.00	2.64	6,209.53
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
07/15/05	D03081	D 63.00	0.00	2,835.00	412.71	175.77	41.11	104.24	0.00	0.00	2,101.17
07/29/05	D03096	D 69.50	0.00	3,127.50	485.83	193.91	45.35	115.21	0.00	0.00	2,287.20
LAUDERD TOTAL:		132.50	0.00	5,962.50	898.54	369.68	86.46	219.45	0.00	0.00	4,388.37
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
07/15/05	D03082	D 76.50	0.00	2,677.50	301.21	166.01	38.82	120.90	0.00	0.00	2,050.56
07/29/05	D03097	D 70.00	0.00	2,450.00	267.08	151.90	35.53	111.23	0.00	0.00	1,884.26
MCINTOS TOTAL:		146.50	0.00	5,127.50	568.29	317.91	74.35	232.13	0.00	0.00	3,934.82
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
07/15/05	D03070	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
07/15/05	D03083	D 36.00	0.00	1,800.00	146.12	110.17	25.77	63.00	0.00	56.10	1,398.84
07/29/05	D03098	D 48.00	0.00	2,400.00	236.12	147.37	34.47	88.50	0.00	167.45	1,726.09
NORRIS TOTAL:		84.00	0.00	4,200.00	382.24	257.54	60.24	151.50	0.00	223.55	3,124.93
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
07/15/05	D03084	D 96.00	0.00	4,800.00	763.75	297.60	69.60	195.35	0.00	45.60	3,428.10
07/29/05	D03099	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	100.60	2,991.50
WILKERS TOTAL:		180.00	0.00	9,000.00	1,377.50	558.00	130.50	368.20	0.00	146.20	6,419.60
DEPT 10 TOTAL:		1039.50	0.00	86,576.25	17,711.10	3,814.88	1,254.69	3,234.71	0.00	849.29	59,711.58

AERAS 0553

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 07/01/05 THRU 07/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
07/15/05	D03071	D 80.67	0.00	1,312.52	90.87	79.07	18.49	46.93	0.00	169.56	907.60
07/29/05	D03085	D 86.67	0.00	1,312.50	90.87	79.07	18.49	46.93	0.00	169.56	907.58
DESTIN TOTAL:		167.34	0.00	2,625.02	181.74	158.14	36.98	93.86	0.00	339.12	1,815.18
20-FRAWLEY FRAWLEY, KATHY A. SSN: 417-84-6621											
07/15/05	D03072	D 86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
07/29/05	D03086	D 86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
FRAWLEY TOTAL:		173.34	0.00	4,499.00	469.68	277.14	64.82	188.36	0.00	257.16	3,241.84
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
07/15/05	028650	80.00	0.00	1,439.28	164.43	89.24	20.87	57.28	0.00	0.00	1,107.46
07/15/05	D03073	D 86.67	0.00	1,559.25	190.53	95.87	22.42	61.33	0.00	25.95	1,163.15
07/29/05	D03087	D 81.47	0.00	1,559.28	190.54	95.87	22.42	61.33	0.00	25.95	1,163.17
KITCHEN TOTAL:		248.14	0.00	4,557.81	545.50	280.98	65.71	179.94	0.00	51.90	3,433.78
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
07/15/05	D03074	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
07/29/05	D03088	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
ROGERS TOTAL:		173.34	0.00	3,833.34	407.82	235.04	54.98	133.32	0.00	112.30	2,889.88
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
07/15/05	D03075	D 46.67	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	0.00	1,706.75
07/29/05	D03089	D 86.67	0.00	2,187.50	227.71	135.63	31.72	85.70	0.00	0.00	1,706.74
SHAW TOTAL:		133.34	0.00	4,375.01	455.42	271.26	63.44	171.40	0.00	0.00	3,413.49
20-STANLEY STANLEY, REX SSN: 416-70-4536											
07/15/05	D03076	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
07/29/05	D03090	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		1068.84	0.00	21,590.18	2,463.50	1,327.96	310.59	868.38	0.00	760.48	15,859.27

AERAS 0554

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 07/01/05 THRU 07/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER				SSN: 416-27-8036							
07/15/05	028647	50.42	0.00	1,041.70	84.80	64.59	15.10	42.01	0.00	25.00	810.20
07/29/05	028697	80.78	0.00	1,041.68	84.79	64.58	15.10	42.01	0.00	25.00	810.20
FRAWLEG TOTAL:		131.20	0.00	2,083.38	169.59	129.17	30.20	84.02	0.00	50.00	1,620.40
40-RUSSELL RUSSELL, MELANIE				SSN: 419-98-8513							
07/15/05	D03077 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
07/22/05	028671	80.00	0.00	1,192.24	147.38	73.92	17.29	46.41	0.00	0.00	907.24
07/29/05	D03091 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
RUSSELL TOTAL:		253.34	0.00	3,775.58	471.96	234.08	54.75	147.69	0.00	48.00	2,819.10
40-SMILEY SMILEY, KATRINA				SSN: 423-08-4071							
07/15/05	D03078 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
07/29/05	D03092 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
SMILEY TOTAL:		173.34	0.00	1,906.74	223.10	118.22	27.64	72.52	0.00	0.00	1,465.26
DEPT 40 TOTAL:		557.88	0.00	7,765.70	864.65	481.47	112.59	304.23	0.00	98.00	5,904.76
REPORT TOTAL:		2666.22	0.00	115,932.13	21,039.25	5,624.31	1,677.87	4,407.32	0.00	1,707.77	81,475.61

AERAS 0555

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 08/01/05 THRU 08/31/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
08/15/05	D00011	D 46.00	0.00	1,610.00	161.08	99.82	23.35	54.53	0.00	238.45	1,032.77
08/31/05	D00027	D 62.50	0.00	2,187.50	247.71	135.63	31.72	79.07	0.00	295.66	1,397.71
CARTER TOTAL:		108.50	0.00	3,797.50	408.79	235.45	55.07	133.60	0.00	534.11	2,430.48
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
08/15/05	D00012	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
08/31/05	D00028	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
CLEVELA TOTAL:		96.00	0.00	4,800.00	479.16	297.60	69.60	190.20	0.00	0.00	3,763.44
10-COOPER COOPER, JUDY SSN: 044-50-5839											
08/15/05	028721	34.00	0.00	1,445.00	151.94	89.59	20.95	55.81	0.00	0.00	1,126.71
08/31/05	028742	26.50	0.00	1,126.25	104.13	69.83	16.33	42.26	0.00	0.00	893.70
COOPER TOTAL:		60.50	0.00	2,571.25	256.07	159.42	37.28	98.07	0.00	0.00	2,020.41
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
08/15/05	D00013	D 10.00	0.00	200.00	0.00	12.40	2.90	0.70	0.00	0.00	184.00
08/31/05	D00029	D 16.00	0.00	320.00	0.00	19.84	4.64	4.41	0.00	5.43	285.68
CRYSEL TOTAL:		26.00	0.00	520.00	0.00	32.24	7.54	5.11	0.00	5.43	469.68
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
08/15/05	D00001	D 0.00	0.00	15,000.00	3,817.08	310.00	217.50	547.48	0.00	0.00	10,107.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	310.00	217.50	547.48	0.00	0.00	10,107.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
08/15/05	028722	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
08/31/05	028743	96.00	0.00	5,800.00	1,374.10	359.60	84.10	215.46	0.00	0.00	3,766.74
GAY TOTAL:		192.00	0.00	10,600.00	2,468.20	657.20	153.70	394.92	0.00	0.00	6,925.98
10-GUY GUY, ALLISON SSN: 423-11-2933											
08/31/05	D00030	D 75.50	0.00	2,265.00	403.54	140.43	32.84	84.11	0.00	0.00	1,604.08
GUY TOTAL:		75.50	0.00	2,265.00	403.54	140.43	32.84	84.11	0.00	0.00	1,604.08
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
08/15/05	D00014	D 93.75	0.00	4,218.75	782.02	261.56	61.17	154.96	0.00	0.00	2,959.04
08/31/05	D00031	D 79.50	0.00	3,577.50	602.47	221.81	51.87	131.88	0.00	0.00	2,569.47
LAUDERD TOTAL:		173.25	0.00	7,796.25	1,384.49	483.37	113.04	286.84	0.00	0.00	5,528.51
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
08/15/05	D00015	D 94.25	0.00	3,298.75	421.77	204.52	47.83	145.93	0.00	0.00	2,478.70
08/31/05	D00032	D 76.50	0.00	2,677.50	301.21	166.01	38.82	120.90	0.00	0.00	2,050.56
MCINTOS TOTAL:		170.75	0.00	5,976.25	722.98	370.53	86.65	266.83	0.00	0.00	4,529.26
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
08/15/05	D00002	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
08/15/05	D00016	D 60.00	0.00	3,000.00	326.12	184.57	43.17	114.00	0.00	56.10	2,276.04
08/31/05	D00033	D 48.00	0.00	2,400.00	236.12	147.37	34.47	88.50	0.00	56.10	1,837.44
NORRIS TOTAL:		108.00	0.00	5,400.00	562.24	331.94	77.64	202.50	0.00	112.20	4,113.48
10-TREADWE TREADWELL, DENISE SSN: 423-08-8559											
08/15/05	D00017	D 36.00	0.00	1,800.00	287.29	111.60	26.10	69.80	0.00	0.00	1,305.21
TREADWE TOTAL:		36.00	0.00	1,800.00	287.29	111.60	26.10	69.80	0.00	0.00	1,305.21
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
08/15/05	D00018	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	29.40	3,062.70
08/31/05	D00034	D 108.00	0.00	5,400.00	913.75	334.80	78.30	217.85	0.00	0.00	3,855.30
WILKERS TOTAL:		192.00	0.00	9,600.00	1,527.50	595.20	139.20	390.70	0.00	29.40	6,918.00

AERAS 0556

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 08/01/05 THRU 08/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
DEPT 10 TOTAL:		1238.50	0.00	95,126.25	19,434.42	3,724.98	1,378.66	3,552.64	0.00	681.14	66,354.41

AERAS 0557

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 08/01/05 THRU 08/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
08/15/05	D00003	D 58.67	0.00	1,312.52	90.87	79.07	18.49	46.93	0.00	169.56	907.60
08/31/05	D00019	D 74.43	0.00	1,200.61	74.09	72.13	16.87	42.17	0.00	169.56	825.79
DESTIN TOTAL:		133.10	0.00	2,513.13	164.96	151.20	35.36	89.10	0.00	339.12	1,733.39
20-FRAWLEY FRAWLEY, KATHY A. SSN: 417-84-6621											
08/15/05	D00004	D 86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
08/31/05	D00020	D 86.67	0.00	2,249.50	234.84	138.57	32.41	94.18	0.00	128.58	1,620.92
FRAWLEY TOTAL:		173.34	0.00	4,499.00	469.68	277.14	64.82	188.36	0.00	257.16	3,241.84
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
08/15/05	D00005	D 48.67	0.00	1,559.26	190.54	95.87	22.42	61.33	0.00	25.95	1,163.15
08/31/05	D00021	D 46.13	0.00	1,559.26	190.54	95.87	22.42	61.33	0.00	25.95	1,163.15
KITCHEN TOTAL:		94.80	0.00	3,118.52	381.08	191.74	44.84	122.66	0.00	51.90	2,326.30
20-PLATT PLATT, MARK SSN: 571-08-4891											
08/31/05	D00035	D 173.33	0.00	1,500.00	0.00	93.00	21.75	38.33	0.00	0.00	1,346.92
PLATT TOTAL:		173.33	0.00	1,500.00	0.00	93.00	21.75	38.33	0.00	0.00	1,346.92
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
08/15/05	D00006	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
08/31/05	D00022	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
ROGERS TOTAL:		173.34	0.00	3,833.34	407.82	235.04	54.98	133.32	0.00	112.30	2,889.88
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
08/15/05	D00007	D 67.24	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	0.00	1,706.75
08/31/05	D00023	D 65.21	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	40.00	1,666.75
SHAW TOTAL:		132.45	0.00	4,375.02	455.42	271.26	63.44	171.40	0.00	40.00	3,373.50
20-STANLEY STANLEY, REX SSN: 416-70-4536											
08/15/05	D00008	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
08/31/05	D00024	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		1053.70	0.00	21,539.01	2,282.30	1,324.78	309.85	844.67	0.00	800.48	15,976.93

AERAS 0558

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 08/01/05 THRU 08/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER		SSN: 416-27-8036									
08/15/05	028720	80.25	0.00	1,041.69	84.80	64.58	15.10	42.01	0.00	25.00	810.20
08/31/05	028741	81.83	0.00	1,041.68	84.79	64.58	15.10	42.01	0.00	45.00	790.20
FRAWLEG TOTAL:		162.08	0.00	2,083.37	169.59	129.16	30.20	84.02	0.00	70.00	1,600.40
40-RUSSELL RUSSELL, MELANIE		SSN: 419-98-8513									
08/15/05	D00009 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
08/31/05	D00025 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
RUSSELL TOTAL:		173.34	0.00	2,583.34	324.58	160.16	37.46	101.28	0.00	48.00	1,911.86
40-SMILEY SMILEY, KATRINA		SSN: 423-08-4071									
08/15/05	D00010 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
08/31/05	D00026 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
SMILEY TOTAL:		173.34	0.00	1,906.74	223.10	118.22	27.64	72.52	0.00	0.00	1,465.26
DEPT 40 TOTAL:		508.76	0.00	6,573.45	717.27	407.54	95.30	257.82	0.00	118.00	4,977.52
REPORT TOTAL:		2800.96	0.00	123,238.71	22,433.99	5,457.30	1,783.81	4,655.13	0.00	1,599.62	87,308.86

AERAS 0559

ALABAMA ER ADMIN SERVICES, PC

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 09/01/05 THRU 09/30/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
09/15/05	D00047	D 46.00	0.00	1,610.00	161.08	99.82	23.35	54.53	0.00	238.45	1,032.77
09/30/05	D00064	D 60.00	0.00	2,100.00	234.58	130.20	30.45	75.35	0.00	238.45	1,390.97
CARTER TOTAL:		106.00	0.00	3,710.00	395.66	230.02	53.80	129.88	0.00	476.90	2,423.74
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
09/15/05	D00048	D 72.00	0.00	3,600.00	477.08	223.20	52.20	143.23	0.00	0.00	2,704.29
09/30/05	D00065	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
CLEVELA TOTAL:		120.00	0.00	6,000.00	716.66	372.00	87.00	238.33	0.00	0.00	4,586.01
10-COOPER COOPER, JUDY SSN: 044-50-5839											
09/15/05	028784	40.50	0.00	1,721.25	219.74	106.72	24.96	66.23	0.00	0.00	1,303.60
09/30/05	028823	24.50	0.00	1,041.25	91.38	64.56	15.10	38.65	0.00	0.00	831.56
COOPER TOTAL:		65.00	0.00	2,762.50	311.12	171.28	40.06	104.88	0.00	0.00	2,135.16
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
09/15/05	D00049	D 16.00	0.00	320.00	0.00	19.84	4.64	4.41	0.00	0.00	291.11
09/30/05	D00066	D 12.50	0.00	250.00	0.00	15.50	3.63	2.17	0.00	0.00	228.70
CRYSEL TOTAL:		28.50	0.00	570.00	0.00	35.34	8.27	6.58	0.00	0.00	519.81
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
09/15/05	D00036	D 0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
09/15/05	028785	96.00	0.00	5,800.00	1,374.10	359.60	84.10	215.46	0.00	0.00	3,766.74
09/30/05	028824	48.00	0.00	2,400.00	437.29	148.80	34.80	92.30	0.00	0.00	1,686.81
GAY TOTAL:		144.00	0.00	8,200.00	1,811.39	508.40	118.90	307.76	0.00	0.00	5,453.55
10-GUY GUY, ALLISON SSN: 423-11-2933											
09/15/05	D00050	D 96.00	0.00	2,880.00	557.29	178.56	41.76	107.18	0.00	0.00	1,995.21
09/30/05	D00067	D 80.00	0.00	2,400.00	437.29	148.80	34.80	89.18	0.00	5.49	1,684.44
GUY TOTAL:		176.00	0.00	5,280.00	994.58	327.36	76.56	196.36	0.00	5.49	3,679.65
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
09/15/05	D00051	D 67.50	0.00	3,037.50	463.33	188.33	44.04	111.83	0.00	0.00	2,229.97
09/30/05	D00068	D 83.00	0.00	3,735.00	646.57	231.57	54.16	137.55	0.00	0.00	2,665.15
LAUDERD TOTAL:		150.50	0.00	6,772.50	1,109.90	419.90	98.20	249.38	0.00	0.00	4,895.12
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
09/15/05	D00052	D 84.00	0.00	2,940.00	340.58	182.28	42.63	132.05	0.00	0.00	2,242.46
09/30/05	D00069	D 51.00	0.00	1,785.00	167.33	110.67	25.88	82.97	0.00	0.00	1,398.15
MCINTOS TOTAL:		135.00	0.00	4,725.00	507.91	292.95	68.51	215.02	0.00	0.00	3,640.61
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
09/15/05	D00037	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
09/15/05	D00053	D 82.00	0.00	4,100.00	596.31	252.77	59.12	155.49	0.00	56.10	2,980.21
09/30/05	D00070	D 68.00	0.00	3,400.00	421.31	209.37	48.97	129.24	0.00	118.66	2,472.45
NORRIS TOTAL:		150.00	0.00	7,500.00	1,017.62	462.14	108.09	284.73	0.00	174.76	5,452.66
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
09/15/05	D00054	D 72.00	0.00	3,600.00	463.75	223.20	52.20	150.35	0.00	238.45	2,472.05
09/30/05	D00071	D 96.00	0.00	4,800.00	763.75	297.60	69.60	195.35	0.00	238.45	3,235.25
WILKERS TOTAL:		168.00	0.00	8,400.00	1,227.50	520.80	121.80	345.70	0.00	476.90	5,707.30
DEPT 10 TOTAL:		1243.00	0.00	93,920.00	19,026.50	3,340.19	1,361.19	3,508.58	0.00	1,134.05	65,549.49

AERAS 0560

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 09/01/05 THRU 09/30/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
09/15/05	D00038 D	72.59	0.00	1,291.93	87.79	77.79	18.19	46.05	0.00	169.56	892.55
09/30/05	D00056 D	78.67	0.00	1,312.53	90.88	79.07	18.49	46.93	0.00	169.56	907.60
DESTIN TOTAL:		151.26	0.00	2,604.46	178.67	156.86	36.68	92.98	0.00	339.12	1,800.15
20-FRAWLEY FRAWLEY, KATHY A. SSN: 417-84-6621											
09/15/05	D00039 D	82.55	0.00	2,249.52	234.84	138.57	32.41	94.18	0.00	128.58	1,620.94
09/23/05	028817	56.47	0.00	2,443.14	266.05	151.47	35.43	103.02	0.00	0.00	1,887.17
09/30/05	D00057 D	35.08	0.00	1,199.73	77.38	73.49	17.19	49.56	0.00	128.58	853.53
FRAWLEY TOTAL:		174.10	0.00	5,892.39	578.27	363.53	85.03	246.76	0.00	257.16	4,361.64
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
09/15/05	D00040 D	86.67	0.00	1,559.25	190.53	95.87	22.42	61.33	0.00	25.95	1,163.15
09/30/05	D00058 D	76.37	0.00	1,559.27	190.54	95.87	22.42	61.33	0.00	25.95	1,163.16
KITCHEN TOTAL:		163.04	0.00	3,118.52	381.07	191.74	44.84	122.66	0.00	51.90	2,326.31
20-PLATT PLATT, MARK SSN: 571-08-4891											
09/15/05	D00041 D	0.00	0.00	750.00	0.00	46.50	10.88	10.33	0.00	0.00	682.29
09/30/05	D00055 D	173.33	0.00	750.00	0.00	46.50	10.88	10.33	0.00	0.00	682.29
PLATT TOTAL:		173.33	0.00	1,500.00	0.00	93.00	21.76	20.66	0.00	0.00	1,364.58
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
09/15/05	D00042 D	74.67	0.00	1,916.71	203.92	117.52	27.49	66.67	0.00	56.15	1,444.96
09/30/05	D00059 D	68.17	0.00	1,916.70	203.92	117.52	27.49	66.67	0.00	56.15	1,444.95
ROGERS TOTAL:		142.84	0.00	3,833.41	407.84	235.04	54.98	133.34	0.00	112.30	2,889.91
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
09/15/05	D00043 D	81.58	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	0.00	1,706.75
09/30/05	D00060 D	79.22	0.00	2,187.50	227.71	135.63	31.72	85.70	0.00	0.00	1,706.74
SHAW TOTAL:		160.80	0.00	4,375.01	455.42	271.26	63.44	171.40	0.00	0.00	3,413.49
20-STANLEY STANLEY, REX SSN: 416-70-4536											
09/15/05	D00044 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
09/30/05	D00061 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		1138.71	0.00	23,023.79	2,404.61	1,416.83	331.39	889.30	0.00	760.48	17,221.18

AERAS 0561

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 09/01/05 THRU 09/30/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER		SSN: 416-27-8036									
09/15/05	028783	81.67	0.00	1,041.69	84.80	64.58	15.10	42.01	0.00	25.00	810.20
09/30/05	028822	71.41	0.00	1,041.69	84.80	64.58	15.10	42.01	0.00	25.00	810.20
FRAWLEG TOTAL:		153.08	0.00	2,083.38	169.60	129.16	30.20	84.02	0.00	50.00	1,620.40
40-RUSSELL RUSSELL, MELANIE		SSN: 419-98-8513									
09/15/05	D00045 D	70.67	0.00	1,291.65	162.29	80.08	18.73	50.63	0.00	24.00	955.92
09/30/05	D00062 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
RUSSELL TOTAL:		157.34	0.00	2,583.32	324.58	160.16	37.46	101.27	0.00	48.00	1,911.85
40-SMILEY SMILEY, KATRINA		SSN: 423-08-4071									
09/15/05	D00046 D	70.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
09/30/05	D00063 D	79.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
SMILEY TOTAL:		150.34	0.00	1,906.74	223.10	118.22	27.64	72.52	0.00	0.00	1,465.26
DEPT 40 TOTAL:		460.76	0.00	6,573.44	717.28	407.54	95.30	257.81	0.00	98.00	4,997.51
REPORT TOTAL:		2842.47	0.00	123,517.23	22,148.39	5,164.56	1,787.88	4,655.69	0.00	1,992.53	87,768.18

AERAS 0562

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 10/01/05 THRU 10/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
10/14/05	D00072	D 72.00	0.00	3,600.00	477.08	223.20	52.20	143.23	0.00	0.00	2,704.29
10/31/05	D00097	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
CLEVELA TOTAL:		120.00	0.00	6,000.00	716.66	372.00	87.00	238.33	0.00	0.00	4,586.01
10-COOPER COOPER, JUDY SSN: 044-50-5839											
10/14/05	028859	15.00	0.00	637.50	30.82	39.53	9.24	21.49	0.00	0.00	536.42
10/31/05	028899	38.00	0.00	1,615.00	193.17	100.13	23.42	62.25	0.00	0.00	1,236.03
COOPER TOTAL:		53.00	0.00	2,252.50	223.99	139.66	32.66	83.74	0.00	0.00	1,772.45
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
10/14/05	D00073	D 27.50	0.00	550.00	21.67	34.10	7.98	11.33	0.00	0.00	474.92
10/31/05	D00098	D 39.00	0.00	780.00	44.67	48.36	11.31	19.38	0.00	0.00	656.28
CRYSEL TOTAL:		66.50	0.00	1,330.00	66.34	82.46	19.29	30.71	0.00	0.00	1,131.20
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
10/14/05	D00087	D 0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
10/14/05	028860	96.00	0.00	5,800.00	1,374.10	230.95	84.10	215.46	0.00	0.00	3,895.39
10/31/05	028900	96.00	0.00	4,800.00	1,094.10	0.00	69.60	179.46	0.00	0.00	3,456.84
GAY TOTAL:		192.00	0.00	10,600.00	2,468.20	230.95	153.70	394.92	0.00	0.00	7,352.23
10-GUY GUY, ALLISON SSN: 423-11-2933											
10/14/05	D00074	D 65.00	0.00	1,950.00	324.79	120.90	28.28	72.30	0.00	0.00	1,403.73
10/31/05	D00099	D 47.00	0.00	1,410.00	189.79	87.42	20.45	52.05	0.00	5.49	1,054.80
GUY TOTAL:		112.00	0.00	3,360.00	514.58	208.32	48.73	124.35	0.00	5.49	2,458.53
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
10/14/05	D00075	D 71.50	0.00	3,217.50	508.33	199.49	46.65	118.58	0.00	0.00	2,344.45
10/31/05	D00100	D 70.00	0.00	3,150.00	491.46	195.30	45.68	116.05	0.00	0.00	2,301.51
LAUDERD TOTAL:		141.50	0.00	6,367.50	999.79	394.79	92.33	234.63	0.00	0.00	4,645.96
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
10/14/05	D00076	D 69.50	0.00	2,432.50	264.46	150.82	35.27	110.49	0.00	0.00	1,871.46
10/31/05	D00101	D 79.75	0.00	2,791.25	318.27	173.06	40.47	125.73	0.00	0.00	2,133.72
MCINTOS TOTAL:		149.25	0.00	5,223.75	582.73	323.88	75.74	236.22	0.00	0.00	4,005.18
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
10/14/05	D00088	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
10/14/05	D00077	D 60.00	0.00	3,000.00	326.12	184.57	43.17	114.00	0.00	56.10	2,276.04
10/31/05	D00102	D 72.00	0.00	3,600.00	471.31	221.77	51.87	136.74	0.00	118.66	2,599.65
NORRIS TOTAL:		132.00	0.00	6,600.00	797.43	406.34	95.04	250.74	0.00	174.76	4,875.69
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
10/14/05	D00078	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	238.45	2,853.65
10/31/05	D00103	D 64.50	0.00	3,225.00	370.00	199.95	46.76	136.29	0.00	238.45	2,233.55
WILKERS TOTAL:		148.50	0.00	7,425.00	983.75	460.35	107.66	309.14	0.00	476.90	5,087.20
DEPT 10 TOTAL:		1114.75	0.00	89,158.75	18,287.63	2,618.75	1,292.15	3,332.74	0.00	657.15	62,970.33

AERAS 0563

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 10/01/05 THRU 10/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
10/14/05	D00079	D 75.88	0.00	1,226.66	78.00	73.74	17.25	43.28	0.00	169.56	844.83
10/31/05	D00089	D 86.67	0.00	1,312.50	90.87	79.07	18.49	46.93	0.00	169.56	907.58
DESTIN TOTAL:		162.55	0.00	2,539.16	168.87	152.81	35.74	90.21	0.00	339.12	1,752.41
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
10/14/05	D00080	D 86.67	0.00	1,559.25	190.53	95.87	22.42	61.33	0.00	25.95	1,163.15
10/31/05	D00090	D 79.80	0.00	1,559.28	190.54	95.87	22.42	61.33	0.00	25.95	1,163.17
KITCHEN TOTAL:		166.47	0.00	3,118.53	381.07	191.74	44.84	122.66	0.00	51.90	2,326.32
20-PLATT PLATT, MARK SSN: 571-08-4891											
10/14/05	D00081	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
10/31/05	D00091	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
10/14/05	D00082	D 86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
10/31/05	D00092	D 83.67	0.00	1,916.70	203.92	117.52	27.49	66.67	0.00	56.15	1,444.95
ROGERS TOTAL:		170.34	0.00	3,833.37	407.83	235.04	54.98	133.33	0.00	112.30	2,889.89
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
10/14/05	D00083	D 86.67	0.00	2,187.50	227.71	135.63	31.72	85.70	0.00	0.00	1,706.74
10/31/05	D00093	D 86.67	0.00	2,187.50	227.71	135.63	31.72	85.70	0.00	0.00	1,706.74
SHAW TOTAL:		173.34	0.00	4,375.00	455.42	271.26	63.44	171.40	0.00	0.00	3,413.48
20-STANLEY STANLEY, REX SSN: 416-70-4536											
10/14/05	D00084	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
10/31/05	D00094	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		1019.38	0.00	23,066.06	2,712.37	1,421.25	332.42	910.98	0.00	503.32	17,185.72

AERAS 0564

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 10/01/05 THRU 10/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER			SSN: 416-27-8036								
10/14/05	028861	74.77	0.00	1,041.69	84.80	64.58	15.10	42.01	0.00	25.00	810.20
10/31/05	028898	70.35	0.00	1,041.69	84.80	64.58	15.10	42.01	0.00	25.00	810.20
FRAWLEG TOTAL:		145.12	0.00	2,083.38	169.60	129.16	30.20	84.02	0.00	50.00	1,620.40
40-RUSSELL RUSSELL, MELANIE			SSN: 419-98-8513								
10/14/05	D00085 D	86.67	0.00	1,291.67	162.29	80.08	18.73	50.64	0.00	24.00	955.93
10/31/05	D00095 D	84.30	0.00	1,291.64	162.29	80.08	18.73	50.63	0.00	24.00	955.91
RUSSELL TOTAL:		170.97	0.00	2,583.31	324.58	160.16	37.46	101.27	0.00	48.00	1,911.84
40-SMILEY SMILEY, KATRINA			SSN: 423-08-4071								
10/14/05	D00086 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
10/31/05	D00096 D	86.67	0.00	953.37	111.55	59.11	13.82	36.26	0.00	0.00	732.63
SMILEY TOTAL:		173.34	0.00	1,906.74	223.10	118.22	27.64	72.52	0.00	0.00	1,465.26
DEPT 40 TOTAL:		489.43	0.00	6,573.43	717.28	407.54	95.30	257.81	0.00	98.00	4,997.50
REPORT TOTAL:		2623.56	0.00	118,798.24	21,717.28	4,447.54	1,719.87	4,501.53	0.00	1,258.47	85,153.55

AERAS 0565

ALABAMA ER ADMIN SERVICES, PC

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 11/01/05 THRU 11/30/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
11/30/05	D00121	D 70.00	0.00	2,660.00	318.58	164.92	38.57	99.15	0.00	0.00	2,038.78
CARTER TOTAL:		70.00	0.00	2,660.00	318.58	164.92	38.57	99.15	0.00	0.00	2,038.78
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
11/15/05	D00114	D 72.00	0.00	3,600.00	477.08	223.20	52.20	143.23	0.00	0.00	2,704.29
11/30/05	D00122	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
CLEVELA TOTAL:		120.00	0.00	6,000.00	716.66	372.00	87.00	238.33	0.00	0.00	4,586.01
10-COOPER COOPER, JUDY SSN: 044-50-5839											
11/15/05	028926	34.50	0.00	1,466.25	155.99	90.91	21.26	56.67	0.00	0.00	1,141.42
COOPER TOTAL:		34.50	0.00	1,466.25	155.99	90.91	21.26	56.67	0.00	0.00	1,141.42
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
11/15/05	D00115	D 36.00	0.00	720.00	38.67	44.64	10.44	17.28	0.00	0.00	608.97
11/30/05	D00123	D 72.00	0.00	2,376.00	272.83	146.01	34.15	86.19	0.00	61.25	1,775.57
CRYSEL TOTAL:		108.00	0.00	3,096.00	311.50	190.65	44.59	103.47	0.00	61.25	2,384.54
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
11/15/05	D00104	D 0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
11/15/05	028927	96.00	0.00	5,800.00	1,374.10	0.00	84.10	215.46	0.00	0.00	4,126.34
11/30/05	028995	84.00	0.00	4,200.00	926.10	0.00	60.90	157.86	0.00	0.00	3,055.14
GAY TOTAL:		180.00	0.00	10,000.00	2,300.20	0.00	145.00	373.32	0.00	0.00	7,181.48
10-GUY GUY, ALLISON SSN: 423-11-2933											
11/15/05	D00116	D 84.00	0.00	2,520.00	467.29	156.24	36.54	93.68	0.00	0.00	1,766.25
11/30/05	D00124	D 80.00	0.00	2,800.00	537.29	173.60	40.60	104.18	0.00	0.00	1,944.33
GUY TOTAL:		164.00	0.00	5,320.00	1,004.58	329.84	77.14	197.86	0.00	0.00	3,710.58
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
11/15/05	D00117	D 88.50	0.00	3,982.50	715.87	246.92	57.75	146.46	0.00	0.00	2,815.50
11/30/05	D00125	D 73.50	0.00	3,307.50	530.83	205.07	47.96	121.96	0.00	0.00	2,401.68
LAUDERD TOTAL:		162.00	0.00	7,290.00	1,246.70	451.99	105.71	268.42	0.00	0.00	5,217.18
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
11/15/05	D00118	D 65.25	0.00	2,283.75	242.15	141.59	33.11	104.16	0.00	0.00	1,762.74
11/30/05	D00126	D 68.00	0.00	2,584.00	287.18	160.21	37.47	116.92	0.00	0.00	1,982.22
MCINTOS TOTAL:		133.25	0.00	4,867.75	529.33	301.80	70.58	221.08	0.00	0.00	3,744.96
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
11/15/05	D00105	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
11/15/05	D00119	D 60.00	0.00	3,000.00	326.12	184.57	43.17	114.00	0.00	65.70	2,266.44
11/30/05	D00127	D 69.00	0.00	3,450.00	433.81	212.47	49.69	131.11	0.00	90.48	2,532.44
NORRIS TOTAL:		129.00	0.00	6,450.00	759.93	397.04	92.86	245.11	0.00	156.18	4,798.88
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
11/15/05	D00120	D 108.00	0.00	5,400.00	913.75	334.80	78.30	217.85	0.00	238.45	3,616.85
11/30/05	D00128	D 60.00	0.00	3,000.00	329.58	53.47	43.50	127.06	0.00	238.45	2,207.94
WILKERS TOTAL:		168.00	0.00	8,400.00	1,243.33	388.27	121.80	344.91	0.00	476.90	5,824.79
DEPT 10 TOTAL:		1268.75	0.00	95,550.00	19,520.96	2,687.42	1,384.51	3,578.28	0.00	694.33	67,684.50

AERAS 0566

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 11/01/05 THRU 11/30/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H.			SSN: 417-23-2001								
11/15/05	D00106 D	63.21	0.00	1,175.47	70.32	70.57	16.50	41.10	0.00	173.73	803.25
11/30/05	D00129 D	69.12	0.00	1,320.75	92.11	79.58	18.61	47.28	0.00	169.56	913.61
DESTIN TOTAL:		132.33	0.00	2,496.22	162.43	150.15	35.11	88.38	0.00	343.29	1,716.86
20-KITCHEN KITCHENS, KATHRYN B.			SSN: 421-62-7502								
11/15/05	D00107 D	74.67	0.00	1,559.28	190.54	95.87	22.42	61.33	0.00	25.95	1,163.17
11/30/05	D00130 D	86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:		161.34	0.00	3,392.61	449.59	208.73	48.82	132.94	0.00	51.90	2,500.63
20-PLATT PLATT, MARK			SSN: 571-08-4891								
11/15/05	D00108 D	86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
11/30/05	D00131 D	86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY			SSN: 420-25-1100								
11/15/05	D00109 D	86.67	0.00	1,916.67	203.91	117.52	27.49	66.66	0.00	56.15	1,444.94
11/30/05	D00132 D	86.67	0.00	2,000.00	216.41	122.69	28.69	70.21	0.00	56.15	1,505.85
ROGERS TOTAL:		173.34	0.00	3,916.67	420.32	240.21	56.18	136.87	0.00	112.30	2,950.79
20-SHAW SHAW, JEANIE M.			SSN: 422-62-5391								
11/15/05	D00110 D	70.05	0.00	2,187.51	227.71	135.63	31.72	85.70	0.00	25.00	1,681.75
11/30/05	D00133 D	86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
SHAW TOTAL:		156.72	0.00	4,458.34	467.92	276.42	64.65	174.94	0.00	25.00	3,449.41
20-STANLEY STANLEY, REX			SSN: 416-70-4536								
11/15/05	D00111 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
11/30/05	D00134 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		970.41	0.00	23,463.84	2,799.44	1,445.91	338.18	926.51	0.00	532.49	17,421.31

AERAS 0567

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 11/01/05 THRU 11/30/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER				SSN: 416-27-8036							
11/15/05	028925	86.67	0.00	1,041.67	84.79	64.58	15.10	42.01	0.00	25.00	810.19
11/30/05	028996	71.02	0.00	1,083.37	91.05	67.17	15.71	43.78	0.00	25.00	840.66
FRAWLEG TOTAL:		157.69	0.00	2,125.04	175.84	131.75	30.81	85.79	0.00	50.00	1,650.85
40-RUSSELL RUSSELL, MELANIE				SSN: 419-98-8513							
11/15/05	D00112 D	83.17	0.00	1,291.64	162.29	80.08	18.73	50.63	0.00	24.00	955.91
11/30/05	D00135 D	54.67	0.00	1,343.73	173.22	83.31	19.48	52.69	0.00	24.00	991.03
RUSSELL TOTAL:		137.84	0.00	2,635.37	335.51	163.39	38.21	103.32	0.00	48.00	1,946.94
40-SMILEY SMILEY, KATRINA				SSN: 423-08-4071							
11/15/05	D00113 D	72.67	0.00	1,041.68	124.79	64.58	15.10	40.01	0.00	0.00	797.20
11/30/05	D00136 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
SMILEY TOTAL:		159.34	0.00	2,125.01	255.83	131.75	30.81	81.79	0.00	0.00	1,624.83
DEPT 40 TOTAL:		454.87	0.00	6,885.42	767.18	426.89	99.83	270.90	0.00	98.00	5,222.62
REPORT TOTAL:		2694.03	0.00	125,899.26	23,087.58	4,560.22	1,822.52	4,775.69	0.00	1,324.82	90,328.43

AERAS 0568

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 12/01/05 THRU 12/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
12/01/05	029007	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00147	D 69.00	0.00	2,622.00	312.88	162.56	38.02	97.54	0.00	238.45	1,772.55
12/30/05	D00163	D 34.50	0.00	1,311.00	116.23	81.28	19.01	41.82	0.00	238.45	814.21
CARTER TOTAL:		103.50	0.00	6,433.00	1,054.11	398.84	93.28	264.36	0.00	476.90	4,145.51
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
12/01/05	029008	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00148	D 60.00	0.00	3,000.00	329.58	186.00	43.50	120.60	0.00	0.00	2,320.32
12/30/05	D00164	D 60.00	0.00	3,000.00	329.58	186.00	43.50	120.60	0.00	0.00	2,320.32
CLEVELA TOTAL:		120.00	0.00	8,500.00	1,284.16	527.00	123.25	366.20	0.00	0.00	6,199.39
10-COOPER COOPER, JUDY SSN: 044-50-5839											
12/01/05	029009	0.00	0.00	1,000.00	250.00	62.00	14.50	50.00	0.00	0.00	623.50
12/30/05	029081	12.00	0.00	510.00	17.15	31.62	7.40	15.80	0.00	0.00	438.03
COOPER TOTAL:		12.00	0.00	1,510.00	267.15	93.62	21.90	65.80	0.00	0.00	1,061.53
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
12/01/05	029010	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00149	D 85.00	0.00	2,805.00	339.75	172.61	40.37	104.30	0.00	61.25	2,086.72
12/30/05	D00165	D 84.00	0.00	2,772.00	332.23	170.56	39.89	103.02	0.00	61.25	2,065.05
CRYSEL TOTAL:		169.00	0.00	8,077.00	1,296.98	498.17	116.51	332.32	0.00	122.50	5,710.52
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
12/15/05	D00137	D 0.00	0.00	15,000.00	3,817.08	0.00	217.50	547.48	0.00	0.00	10,417.94
12/30/05	D00171	D 0.00	0.00	50,000.00	15,820.00	0.00	725.00	1,697.33	0.00	0.00	31,757.67
FALERO TOTAL:		0.00	0.00	65,000.00	19,637.08	0.00	942.50	2,244.81	0.00	0.00	42,175.61
10-GAY GAY, MICKEY SSN: 416-11-1385											
12/01/05	029011	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	029022	96.00	0.00	5,800.00	1,374.10	155.00	84.10	215.46	0.00	0.00	4,281.34
12/30/05	029082	84.00	0.00	4,200.00	926.10	0.00	60.90	157.86	0.00	0.00	3,055.14
GAY TOTAL:		180.00	0.00	12,500.00	2,925.20	0.00	181.25	498.32	0.00	0.00	8,895.23
10-GUY GUY, ALLISON SSN: 423-11-2933											
12/01/05	029012	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00150	D 72.00	0.00	2,520.00	467.29	156.24	36.54	93.68	0.00	0.00	1,766.25
12/30/05	D00166	D 60.00	0.00	2,100.00	362.29	130.20	30.45	77.93	0.00	0.00	1,499.13
GUY TOTAL:		132.00	0.00	7,120.00	1,454.58	441.44	103.24	296.61	0.00	0.00	4,824.13
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
12/01/05	029013	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00151	D 60.00	0.00	2,700.00	378.96	167.40	39.15	99.18	0.00	0.00	2,015.31
12/30/05	D00167	D 77.00	0.00	3,465.00	570.97	214.83	50.24	127.83	0.00	0.00	2,501.13
LAUDERD TOTAL:		137.00	0.00	8,665.00	1,574.93	537.23	125.64	352.01	0.00	0.00	6,075.19
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
12/01/05	029014	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00152	D 74.00	0.00	2,812.00	321.38	174.34	40.77	126.61	0.00	0.00	2,148.90
12/30/05	D00168	D 92.00	0.00	3,496.00	471.08	216.75	50.69	153.33	0.00	0.00	2,604.15
MCINTOS TOTAL:		166.00	0.00	8,808.00	1,417.46	546.09	127.71	404.94	0.00	0.00	6,311.80
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
12/15/05	D00138	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
12/30/05	029087	0.00	0.00	350,000.00	216,740.00	0.00	5,075.00	28,185.00	0.00	0.00	100,000.00
MOOREHO TOTAL:		0.00	0.00	375,000.00	223,857.08	0.00	5,437.50	29,067.48	0.00	0.00	116,637.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
12/01/05	029015	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00153	D 63.00	0.00	3,150.00	358.81	193.87	45.34	119.86	0.00	98.66	2,333.46
12/30/05	D00169	D 47.00	0.00	2,350.00	228.62	144.27	33.74	86.37	0.00	56.10	1,800.90
NORRIS TOTAL:		110.00	0.00	8,000.00	1,212.43	493.14	115.33	331.23	0.00	154.76	5,693.11

AERAS 0569

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 12/01/05 THRU 12/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-WILKERS	WILKERSON, BENNY			SSN: 420-98-2306							
12/01/05	029016	0.00	0.00	2,500.00	625.00	155.00	36.25	125.00	0.00	0.00	1,558.75
12/15/05	D00154 D	96.00	0.00	4,800.00	763.75	155.00	69.60	195.35	0.00	238.45	3,687.85
12/30/05	D00170 D	102.00	0.00	5,100.00	838.75	0.00	73.95	206.60	0.00	238.45	3,742.25
WILKERS TOTAL:		198.00	0.00	12,400.00	2,227.50	0.00	179.80	526.95	0.00	476.90	8,988.85
DEPT 10 TOTAL:		1327.50	0.00	522,013.00	258,208.66	3,535.53	7,567.91	34,751.03	0.00	1,231.06	216,718.81

AERAS 0570

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 12/01/05 THRU 12/31/05

SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI H. SSN: 417-23-2001											
12/01/05	029000	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00139 D	81.81	0.00	1,350.90	96.63	81.45	19.05	48.56	0.00	169.56	935.65
12/30/05	D00155 D	86.67	0.00	1,375.00	100.25	82.94	19.40	49.58	0.00	169.56	953.27
DESTIN TOTAL:		168.48	0.00	3,527.83	397.36	214.11	50.08	138.24	0.00	339.12	2,388.92
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
12/01/05	029001	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00140 D	81.07	0.00	1,833.32	259.05	112.86	26.40	71.61	0.00	25.95	1,337.45
12/30/05	D00156 D	72.67	0.00	1,833.34	259.06	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:		153.74	0.00	4,468.59	718.59	275.44	64.43	183.32	0.00	51.90	3,174.91
20-PLATT PLATT, MARK SSN: 571-08-4891											
12/01/05	029001	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00141 D	86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
12/30/05	D00157 D	86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
12/01/05	029002	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00142 D	86.67	0.00	2,000.00	216.41	122.69	28.69	70.21	0.00	56.15	1,505.85
12/30/05	029090	22.84	0.00	527.06	19.37	32.68	7.64	10.53	0.00	0.00	456.84
12/30/05	D00158 D	57.91	0.00	1,375.01	122.66	83.94	19.63	43.64	0.00	56.15	1,048.99
ROGERS TOTAL:		167.42	0.00	4,704.00	558.92	289.03	67.59	164.48	0.00	112.30	3,511.68
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
12/01/05	029003	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00143 D	86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
12/30/05	D00159 D	86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
SHAW TOTAL:		173.34	0.00	5,343.59	680.90	331.30	77.49	218.58	0.00	0.00	4,035.32
20-STANLEY STANLEY, REX SSN: 416-70-4536											
12/15/05	D00144 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
12/30/05	D00160 D	86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		173.34	0.00	1,700.00	403.34	105.40	24.66	101.50	0.00	0.00	1,065.10
DEPT 20 TOTAL:		1009.66	0.00	27,244.01	3,654.95	1,680.28	393.01	1,098.00	0.00	503.32	19,914.45

AERAS 0571

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 12/01/05 THRU 12/31/05
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER		SSN: 416-27-8036									
12/01/05	029004	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	029021	86.67	0.00	1,083.33	91.04	67.17	15.71	43.78	0.00	25.00	840.63
12/30/05	029052	86.67	0.00	1,083.33	91.04	67.17	15.71	43.78	0.00	25.00	840.63
FRAWLEG TOTAL:		173.34	0.00	2,968.59	382.56	184.06	43.05	127.66	0.00	50.00	2,181.26
40-RUSSELL RUSSELL, MELANIE		SSN: 419-98-8513									
12/01/05	029005	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00145 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
12/30/05	D00161 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
RUSSELL TOTAL:		173.34	0.00	3,489.43	546.94	216.34	50.59	145.48	0.00	48.00	2,482.08
40-SMILEY SMILEY, KATRINA		SSN: 423-08-4071									
12/01/05	029006	0.00	0.00	801.93	200.48	49.72	11.63	40.10	0.00	0.00	500.00
12/15/05	D00146 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
12/30/05	D00162 D	81.67	0.00	1,083.38	131.05	67.17	15.71	41.78	0.00	0.00	827.67
SMILEY TOTAL:		168.34	0.00	2,968.64	462.57	184.06	43.05	123.66	0.00	0.00	2,155.30
DEPT 40 TOTAL:		515.02	0.00	9,426.66	1,392.07	584.46	136.69	396.80	0.00	98.00	6,818.64
REPORT TOTAL:		2852.18	0.00	558,683.67	263,255.68	5,800.27	8,097.61	36,245.83	0.00	1,832.38	243,451.90

AERAS 0572

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 01/01/06 THRU 01/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI			SSN: 416-23-3477								
01/13/06	D00182	D 96.00	0.00	3,876.00	612.75	240.31	56.20	145.25	0.00	238.45	2,583.04
01/31/06	D00190	D 72.50	0.00	2,755.00	332.83	170.81	39.95	103.19	0.00	238.45	1,869.77
CARTER TOTAL:		168.50	0.00	6,631.00	945.58	411.12	96.15	248.44	0.00	476.90	4,452.81
10-CLEVELA CLEVELAND, JIMMY			SSN: 317-52-9763								
01/13/06	D00183	D 60.00	0.00	3,300.00	402.08	204.60	47.85	131.98	0.00	0.00	2,513.49
01/31/06	D00191	D 36.00	0.00	1,800.00	149.58	111.60	26.10	69.60	0.00	0.00	1,443.12
CLEVELA TOTAL:		96.00	0.00	5,100.00	551.66	316.20	73.95	201.58	0.00	0.00	3,956.61
10-COOPER COOPER, JUDY			SSN: 044-50-5839								
01/13/06	029098	33.00	0.00	1,402.50	145.57	86.96	20.34	54.00	0.00	0.00	1,095.63
01/31/06	029126	12.00	0.00	510.00	17.15	31.62	7.40	15.80	0.00	0.00	438.03
COOPER TOTAL:		45.00	0.00	1,912.50	162.72	118.58	27.74	69.80	0.00	0.00	1,533.66
10-CRYSEL CRYSEL, KIMBERLY			SSN: 417-94-7032								
01/13/06	D00184	D 64.00	0.00	2,442.00	282.73	150.10	35.10	89.00	0.00	61.25	1,823.82
01/31/06	D00192	D 88.50	0.00	2,920.50	368.63	179.77	42.04	108.63	0.00	61.25	2,160.18
CRYSEL TOTAL:		152.50	0.00	5,362.50	651.36	329.87	77.14	197.63	0.00	122.50	3,984.00
10-FALERO FALERO, WALLACE			SSN: 583-10-4055								
01/13/06	D00180	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY			SSN: 416-11-1385								
01/13/06	029099	88.50	0.00	5,837.50	1,384.60	361.93	84.64	216.81	0.00	0.00	3,789.52
01/31/06	029127	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
GAY TOTAL:		184.50	0.00	10,637.50	2,478.70	659.53	154.24	396.27	0.00	0.00	6,948.76
10-GUY GUY, ALLISON			SSN: 423-11-2933								
01/13/06	D00185	D 92.00	0.00	3,395.00	700.70	210.49	49.23	125.76	0.00	0.00	2,308.82
01/31/06	D00193	D 84.00	0.00	2,940.00	573.30	182.28	42.63	109.38	0.00	0.00	2,032.41
GUY TOTAL:		176.00	0.00	6,335.00	1,274.00	392.77	91.86	235.14	0.00	0.00	4,341.23
10-LAUDERD LAUDERDALE, RICK			SSN: 416-04-0877								
01/13/06	D00186	D 82.50	0.00	3,993.75	719.02	247.61	57.91	146.86	0.00	0.00	2,822.35
01/31/06	D00194	D 96.00	0.00	4,320.00	810.37	267.84	62.64	158.61	0.00	0.00	3,020.54
LAUDERD TOTAL:		178.50	0.00	8,313.75	1,529.39	515.45	120.55	305.47	0.00	0.00	5,842.89
10-MCINTOS MCINTOSH, ELIZABETH			SSN: 417-15-1167								
01/13/06	D00187	D 78.00	0.00	3,287.00	418.83	203.79	47.66	145.49	0.00	0.00	2,471.23
01/31/06	D00195	D 46.25	0.00	1,757.50	163.21	108.97	25.48	81.80	0.00	0.00	1,378.04
MCINTOS TOTAL:		124.25	0.00	5,044.50	582.04	312.76	73.14	227.29	0.00	0.00	3,849.27
10-MOOREHO MOOREHOUSE, JOHN			SSN: 512-46-7602								
01/13/06	D00181	D 0.00	0.00	25,000.00	7,117.08	1,550.00	362.50	882.48	0.00	0.00	15,087.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	1,550.00	362.50	882.48	0.00	0.00	15,087.94
10-NORRIS NORRIS, BEATRICE BEAR			SSN: 421-04-5651								
01/13/06	D00188	D 69.00	0.00	3,687.50	493.18	227.19	53.13	140.02	0.00	56.10	2,717.88
01/31/06	D00196	D 84.00	0.00	4,200.00	621.31	258.97	60.57	159.24	0.00	88.16	3,011.75
NORRIS TOTAL:		153.00	0.00	7,887.50	1,114.49	486.16	113.70	299.26	0.00	144.26	5,729.63
10-WILKERS WILKERSON, BENNY			SSN: 420-98-2306								
01/13/06	D00189	D 60.00	0.00	3,600.00	463.75	223.20	52.20	150.35	0.00	238.45	2,472.05
01/31/06	D00197	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	238.45	2,853.65
WILKERS TOTAL:		144.00	0.00	7,800.00	1,077.50	483.60	113.10	323.20	0.00	476.90	5,325.70
DEPT 10 TOTAL:		1422.25	0.00	105,024.25	21,301.60	6,506.04	1,521.57	3,934.04	0.00	1,220.56	70,540.44

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 01/01/06 THRU 01/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI D. SSN: 417-23-2001											
01/13/06	D00172	D 86.67	0.00	1,375.00	100.25	82.94	19.40	49.58	0.00	169.56	953.27
01/31/06	D00198	D 86.67	0.00	1,375.00	100.25	82.94	19.40	49.58	0.00	169.56	953.27
DESTIN TOTAL:		173.34	0.00	2,750.00	200.50	165.88	38.80	99.16	0.00	339.12	1,906.54
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
01/13/06	029093	69.27	0.00	1,465.06	170.22	90.83	21.24	58.28	0.00	0.00	1,124.49
01/13/06	D00173	D 74.20	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
01/31/06	D00199	D 86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:		230.14	0.00	5,131.72	688.32	316.55	74.04	201.50	0.00	51.90	3,799.41
20-PLATT PLATT, MARK SSN: 571-08-4891											
01/13/06	D00174	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
01/31/06	D00200	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
01/13/06	D00175	D 86.67	0.00	2,000.00	216.41	122.69	28.69	70.21	0.00	56.15	1,505.85
01/31/06	D00201	D 24.92	0.00	2,000.00	216.41	122.69	28.69	70.21	0.00	56.15	1,505.85
ROGERS TOTAL:		111.59	0.00	4,000.00	432.82	245.38	57.38	140.42	0.00	112.30	3,011.70
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
01/13/06	029094	78.23	0.00	1,824.32	173.23	113.11	26.45	70.26	0.00	0.00	1,441.27
01/13/06	D00176	D 75.77	0.00	2,270.80	240.20	140.79	32.93	89.24	0.00	22.64	1,745.00
01/31/06	D00202	D 72.85	0.00	2,270.81	240.21	140.79	32.93	89.24	0.00	0.00	1,767.64
SHAW TOTAL:		226.85	0.00	6,365.93	653.64	394.69	92.31	248.74	0.00	22.64	4,953.91
20-STANLEY STANLEY, REX SSN: 416-70-4536											
01/13/06	D00177	D 86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
STANLEY TOTAL:		86.67	0.00	850.00	201.67	52.70	12.33	50.75	0.00	0.00	532.55
DEPT 20 TOTAL:		1001.93	0.00	26,597.65	3,072.79	1,640.20	383.62	1,032.45	0.00	525.96	19,942.63

AERAS 0574

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 01/01/06 THRU 01/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER		SSN: 416-27-8036									
01/13/06	029092	86.67	0.00	1,083.33	91.04	67.17	15.71	43.78	0.00	25.00	840.63
01/13/06	029095	87.10	0.00	1,088.75	91.85	67.50	15.79	44.01	0.00	0.00	869.60
01/31/06	029128	81.67	0.00	1,083.29	91.04	67.16	15.71	43.78	0.00	25.00	840.60
FRAWLEG TOTAL:		255.44	0.00	3,255.37	273.93	201.83	47.21	131.57	0.00	50.00	2,550.83
40-RUSSELL RUSSELL, MELANIE		SSN: 419-98-8513									
01/13/06	029096	149.66	0.00	2,319.73	417.22	143.82	33.64	89.29	0.00	0.00	1,635.76
01/13/06	D00178 D	70.67	0.00	1,343.74	173.23	83.31	19.48	52.69	0.00	24.00	991.03
01/31/06	D00203 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
RUSSELL TOTAL:		307.00	0.00	5,007.22	763.68	310.44	72.60	194.67	0.00	48.00	3,617.83
40-SMILEY SMILEY, KATRINA		SSN: 423-08-4071									
01/13/06	029097	121.67	0.00	1,520.88	217.51	94.29	22.05	59.34	0.00	0.00	1,127.69
01/13/06	D00179 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
01/31/06	D00204 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
SMILEY TOTAL:		295.01	0.00	3,687.54	479.59	228.63	53.47	142.90	0.00	0.00	2,782.95
DEPT 40 TOTAL:		857.45	0.00	11,950.13	1,517.20	740.90	173.28	469.14	0.00	98.00	8,951.61
REPORT TOTAL:		3281.63	0.00	143,572.03	25,891.59	8,887.14	2,078.47	5,435.63	0.00	1,844.52	99,434.68

AERAS 0575

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 02/01/06 THRU 02/28/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
02/15/06	D00214	D 78.00	0.00	2,964.00	384.75	183.77	42.98	111.05	0.00	0.00	2,241.45
CARTER TOTAL:		78.00	0.00	2,964.00	384.75	183.77	42.98	111.05	0.00	0.00	2,241.45
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
02/15/06	D00215	D 84.00	0.00	4,200.00	627.08	260.40	60.90	165.73	0.00	0.00	3,085.89
02/28/06	D00229	D 96.00	0.00	4,800.00	777.08	297.60	69.60	188.23	0.00	0.00	3,467.49
CLEVELA TOTAL:		180.00	0.00	9,000.00	1,404.16	558.00	130.50	353.96	0.00	0.00	6,553.38
10-COOPER COOPER, JUDY SSN: 044-50-5839											
02/15/06	029162	24.00	0.00	1,020.00	88.19	63.24	14.79	37.74	0.00	0.00	816.04
02/28/06	029190	35.00	0.00	1,487.50	161.30	92.23	21.57	57.46	0.00	0.00	1,154.94
COOPER TOTAL:		59.00	0.00	2,507.50	249.49	155.47	36.36	95.20	0.00	0.00	1,970.98
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
02/15/06	D00216	D 60.00	0.00	1,980.00	213.43	121.46	28.41	69.36	0.00	61.25	1,486.09
02/28/06	D00230	D 80.00	0.00	2,640.00	312.43	162.38	37.98	97.41	0.00	61.25	1,968.55
CRYSEL TOTAL:		140.00	0.00	4,620.00	525.86	283.84	66.39	166.77	0.00	122.50	3,454.64
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
02/15/06	D00205	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
02/15/06	029163	96.00	0.00	5,800.00	1,374.10	359.60	84.10	215.46	0.00	0.00	3,766.74
02/28/06	029191	84.00	0.00	4,200.00	926.10	260.40	60.90	157.86	0.00	0.00	2,794.74
GAY TOTAL:		180.00	0.00	10,000.00	2,300.20	620.00	145.00	373.32	0.00	0.00	6,561.48
10-GUY GUY, ALLISON SSN: 423-11-2933											
02/15/06	D00217	D 57.00	0.00	1,995.00	336.04	123.69	28.93	73.99	0.00	0.00	1,432.35
02/28/06	D00231	D 51.00	0.00	1,785.00	283.54	110.67	25.88	66.11	0.00	0.00	1,298.80
GUY TOTAL:		108.00	0.00	3,780.00	619.58	234.36	54.81	140.10	0.00	0.00	2,731.15
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
02/15/06	D00218	D 77.50	0.00	3,487.50	577.27	216.23	50.57	128.64	0.00	0.00	2,514.79
02/28/06	D00232	D 78.25	0.00	3,521.25	586.72	218.32	51.06	129.85	0.00	317.93	2,217.37
LAUDERD TOTAL:		155.75	0.00	7,008.75	1,163.99	434.55	101.63	258.49	0.00	317.93	4,732.16
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
02/15/06	D00219	D 84.50	0.00	3,211.00	399.83	199.08	46.56	142.64	0.00	0.00	2,422.89
02/28/06	D00233	D 71.50	0.00	2,717.00	307.13	168.45	39.40	122.58	0.00	0.00	2,079.44
MCINTOS TOTAL:		156.00	0.00	5,928.00	706.96	367.53	85.96	265.22	0.00	0.00	4,502.33
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
02/15/06	D00206	D 0.00	0.00	25,000.00	7,117.08	1,550.00	362.50	882.48	0.00	0.00	15,087.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	1,550.00	362.50	882.48	0.00	0.00	15,087.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
02/15/06	D00220	D 36.00	0.00	1,800.00	146.12	110.17	25.77	63.00	0.00	112.55	1,342.39
02/28/06	D00234	D 48.00	0.00	2,400.00	236.12	147.37	34.47	88.50	0.00	56.10	1,837.44
NORRIS TOTAL:		84.00	0.00	4,200.00	382.24	257.54	60.24	151.50	0.00	168.65	3,179.83
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
02/15/06	D00221	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	238.45	2,853.65
02/28/06	D00235	D 84.00	0.00	4,200.00	613.75	260.40	60.90	172.85	0.00	238.45	2,853.65
WILKERS TOTAL:		168.00	0.00	8,400.00	1,227.50	520.80	121.80	345.70	0.00	476.90	5,707.30
DEPT 10 TOTAL:		1308.75	0.00	98,408.25	19,898.89	6,095.86	1,425.67	3,691.27	0.00	1,085.98	66,210.58

AERAS 0576

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 02/01/06 THRU 02/28/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI D. SSN: 417-23-2001											
02/15/06	D00207	D 77.52	0.00	1,375.01	100.25	82.94	19.40	49.58	0.00	169.56	953.28
02/28/06	D00222	D 55.03	0.00	1,375.00	100.25	82.94	19.40	49.58	0.00	169.56	953.27
DESTIN TOTAL:		132.55	0.00	2,750.01	200.50	165.88	38.80	99.16	0.00	339.12	1,906.55
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
02/15/06	D00208	D 86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
02/28/06	D00223	D 86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:		173.34	0.00	3,666.66	518.10	225.72	52.80	143.22	0.00	51.90	2,674.92
20-PLATT PLATT, MARK SSN: 571-08-4891											
02/15/06	D00209	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
02/28/06	D00224	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
02/15/06	D00210	D 0.00	0.00	2,000.00	216.41	122.69	28.69	70.21	0.00	56.15	1,505.85
02/28/06	D00225	D 86.67	0.00	2,000.00	216.41	122.69	28.69	70.21	0.00	56.15	1,505.85
ROGERS TOTAL:		86.67	0.00	4,000.00	432.82	245.38	57.38	140.42	0.00	112.30	3,011.70
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
02/15/06	D00211	D 86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
02/28/06	D00226	D 86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
SHAW TOTAL:		173.34	0.00	4,541.66	480.42	281.58	65.86	178.48	0.00	0.00	3,535.32
DEPT 20 TOTAL:		739.24	0.00	22,458.33	2,527.68	1,383.56	323.60	853.16	0.00	503.32	16,867.01

AERAS 0577

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 02/01/06 THRU 02/28/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-FRAWLEG FRAWLEY, GINGER		SSN: 416-27-8036									
02/15/06	029160	79.05	0.00	1,083.30	91.04	67.16	15.71	43.78	0.00	25.00	840.61
02/27/06	029198	18.00	0.00	225.00	0.00	13.95	3.26	7.33	0.00	0.00	200.46
02/28/06	029189	77.67	0.00	1,083.30	91.04	67.16	15.71	43.78	0.00	25.00	840.61
FRAWLEG TOTAL:		174.72	0.00	2,391.60	182.08	148.27	34.68	94.89	0.00	50.00	1,881.68
40-RUSSELL RUSSELL, MELANIE		SSN: 419-98-8513									
02/15/06	D00212 D	81.50	0.00	1,343.74	173.23	83.31	19.48	52.69	0.00	24.00	991.03
02/28/06	D00227 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
RUSSELL TOTAL:		168.17	0.00	2,687.49	346.46	166.62	38.96	105.38	0.00	48.00	1,982.07
40-SMILEY SMILEY, KATRINA		SSN: 423-08-4071									
02/15/06	D00213 D	81.17	0.00	1,083.29	131.04	67.16	15.71	41.78	0.00	0.00	827.60
02/28/06	D00228 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
SMILEY TOTAL:		167.84	0.00	2,166.62	262.08	134.33	31.42	83.56	0.00	0.00	1,655.23
DEPT 40 TOTAL:		510.73	0.00	7,245.71	790.62	449.22	105.06	283.83	0.00	98.00	5,518.98
REPORT TOTAL:		2558.72	0.00	128,112.29	23,217.19	7,928.64	1,854.33	4,828.26	0.00	1,687.30	88,596.57

AERAS 0578

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 03/01/06 THRU 03/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
03/15/06	D00245	D 9.00	0.00	342.00	0.87	21.20	4.96	5.08	0.00	0.00	309.89
CARTER TOTAL:		9.00	0.00	342.00	0.87	21.20	4.96	5.08	0.00	0.00	309.89
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
03/15/06	D00246	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
03/31/06	D00259	D 96.00	0.00	4,800.00	777.08	297.60	69.60	188.23	0.00	0.00	3,467.49
CLEVELA TOTAL:		144.00	0.00	7,200.00	1,016.66	446.40	104.40	283.33	0.00	0.00	5,349.21
10-COOPER COOPER, JUDY SSN: 044-50-5839											
03/15/06	029230	24.00	0.00	1,020.00	88.19	63.24	14.79	37.74	0.00	0.00	816.04
03/31/06	029295	22.50	0.00	956.25	78.63	59.29	13.87	35.03	0.00	0.00	769.43
COOPER TOTAL:		46.50	0.00	1,976.25	166.82	122.53	28.66	72.77	0.00	0.00	1,585.47
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
03/15/06	D00247	D 82.00	0.00	2,706.00	322.33	166.47	38.93	100.22	0.00	61.25	2,016.80
03/31/06	D00260	D 71.00	0.00	2,343.00	267.88	143.96	33.67	84.79	0.00	61.25	1,751.45
CRYSEL TOTAL:		153.00	0.00	5,049.00	590.21	310.43	72.60	185.01	0.00	122.50	3,768.25
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
03/15/06	D00236	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY SSN: 416-11-1385											
03/15/06	029231	108.00	0.00	6,400.00	1,545.54	396.80	92.80	236.89	0.00	0.00	4,127.97
03/31/06	029296	72.00	0.00	3,600.00	758.10	223.20	52.20	136.26	0.00	0.00	2,430.24
GAY TOTAL:		180.00	0.00	10,000.00	2,303.64	620.00	145.00	373.15	0.00	0.00	6,558.21
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
03/15/06	D00248	D 72.00	0.00	3,240.00	513.96	200.88	46.98	119.43	0.00	317.93	2,040.82
03/31/06	D00261	D 94.00	0.00	4,230.00	785.17	262.26	61.34	155.37	0.00	317.95	2,647.91
LAUDERD TOTAL:		166.00	0.00	7,470.00	1,299.13	463.14	108.32	274.80	0.00	635.88	4,688.73
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
03/15/06	D00249	D 85.50	0.00	3,249.00	409.33	201.44	47.11	144.07	0.00	0.00	2,447.05
03/31/06	D00262	D 92.00	0.00	3,496.00	471.08	216.75	50.69	153.33	0.00	0.00	2,604.15
MCINTOS TOTAL:		177.50	0.00	6,745.00	880.41	418.19	97.80	297.40	0.00	0.00	5,051.20
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
03/15/06	D00237	D 0.00	0.00	25,000.00	7,117.08	1,550.00	362.50	882.48	0.00	0.00	15,087.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	1,550.00	362.50	882.48	0.00	0.00	15,087.94
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
03/15/06	D00250	D 70.00	0.00	3,500.00	446.31	215.57	50.42	132.99	0.00	56.10	2,598.61
03/31/06	D00263	D 76.00	0.00	3,800.00	521.31	234.17	54.77	144.24	0.00	91.73	2,753.78
NORRIS TOTAL:		146.00	0.00	7,300.00	967.62	449.74	105.19	277.23	0.00	147.83	5,352.39
10-TREADWE TREADWELL, DENISE SSN: 423-08-8559											
03/31/06	D00264	D 24.00	0.00	1,200.00	148.54	74.40	17.40	46.74	0.00	0.00	912.92
TREADWE TOTAL:		24.00	0.00	1,200.00	148.54	74.40	17.40	46.74	0.00	0.00	912.92
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
03/15/06	D00251	D 61.00	0.00	3,050.00	337.08	189.10	44.23	129.19	0.00	238.45	2,111.95
03/31/06	D00265	D 72.00	0.00	3,600.00	463.75	223.20	52.20	150.35	0.00	238.45	2,472.05
WILKERS TOTAL:		133.00	0.00	6,650.00	800.83	412.30	96.43	279.54	0.00	476.90	4,584.00
DEPT 10 TOTAL:		1179.00	0.00	93,932.25	19,108.89	5,818.33	1,360.76	3,525.01	0.00	1,383.11	62,736.15

AERAS 0579

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 03/01/06 THRU 03/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI D.			SSN: 417-23-2001								
03/15/06	D00238	D 86.67	0.00	1,375.00	100.25	82.94	19.40	49.58	0.00	169.56	953.27
03/31/06	D00252	D 80.00	0.00	1,375.02	100.25	82.94	19.40	49.58	0.00	192.96	929.89
DESTIN TOTAL:		166.67	0.00	2,750.02	200.50	165.88	38.80	99.16	0.00	362.52	1,883.16
20-KITCHEN KITCHENS, KATHRYN B.			SSN: 421-62-7502								
03/15/06	D00239	D 86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
03/31/06	D00253	D 74.25	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:		160.92	0.00	3,666.66	518.10	225.72	52.80	143.22	0.00	51.90	2,674.92
20-PLATT PLATT, MARK			SSN: 571-08-4891								
03/15/06	D00240	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
03/31/06	D00254	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY			SSN: 420-25-1100								
03/15/06	D00241	D 0.00	0.00	1,117.34	84.01	67.96	15.89	32.69	0.00	56.15	860.64
03/31/06	D00255	D 36.52	0.00	996.43	65.88	60.47	14.14	27.55	0.00	56.15	772.24
ROGERS TOTAL:		36.52	0.00	2,113.77	149.89	128.43	30.03	60.24	0.00	112.30	1,632.88
20-SHAW SHAW, JEANIE M.			SSN: 422-62-5391								
03/15/06	D00242	D 0.00	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
03/31/06	D00256	D 81.47	0.00	2,270.80	240.20	140.79	32.93	89.24	0.00	0.00	1,767.64
SHAW TOTAL:		81.47	0.00	4,541.63	480.41	281.58	65.86	178.48	0.00	0.00	3,535.30
DEPT 20 TOTAL:		618.92	0.00	20,572.08	2,244.74	1,266.61	296.25	772.98	0.00	526.72	15,464.78

AERAS 0580

AERAS, P. C.

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 03/01/06 THRU 03/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-RUSSELL RUSSELL, MELANIE			SSN: 419-98-8513								
03/15/06	D00243 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
03/31/06	D00257 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
RUSSELL TOTAL:		173.34	0.00	2,687.50	346.46	166.62	38.96	105.38	0.00	48.00	1,982.08
40-SMILEY SMILEY, KATRINA			SSN: 423-08-4071								
03/15/06	D00244 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
03/31/06	D00258 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
SMILEY TOTAL:		173.34	0.00	2,166.66	262.08	134.34	31.42	83.56	0.00	0.00	1,655.26
DEPT 40 TOTAL:		346.68	0.00	4,854.16	608.54	300.96	70.38	188.94	0.00	48.00	3,637.34
REPORT TOTAL:		2144.60	0.00	119,358.49	21,962.17	7,385.90	1,727.39	4,486.93	0.00	1,957.83	81,838.27

AERAS 0581

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 04/01/06 THRU 04/30/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI			SSN: 416-23-3477								
04/14/06	D00275	D 24.00	0.00	912.00	57.87	56.54	13.22	24.79	0.00	0.00	759.58
04/28/06	D00291	D 9.00	0.00	405.00	7.17	25.11	5.87	6.84	0.00	0.00	360.01
CARTER TOTAL:		33.00	0.00	1,317.00	65.04	81.65	19.09	31.63	0.00	0.00	1,119.59
10-CLEVELA CLEVELAND, JIMMY			SSN: 317-52-9763								
04/14/06	D00276	D 48.00	0.00	2,400.00	239.58	148.80	34.80	95.10	0.00	0.00	1,881.72
04/28/06	D00292	D 84.00	0.00	4,200.00	627.08	260.40	60.90	165.73	0.00	0.00	3,085.89
CLEVELA TOTAL:		132.00	0.00	6,600.00	866.66	409.20	95.70	260.83	0.00	0.00	4,967.61
10-COOPER COOPER, JUDY			SSN: 044-50-5839								
04/14/06	029328	26.50	0.00	1,126.25	104.13	69.83	16.33	42.26	0.00	0.00	893.70
04/28/06	029361	29.50	0.00	1,253.75	123.25	77.73	18.18	47.68	0.00	0.00	986.91
COOPER TOTAL:		56.00	0.00	2,380.00	227.38	147.56	34.51	89.94	0.00	0.00	1,880.61
10-CRYSEL CRYSEL, KIMBERLY			SSN: 417-94-7032								
04/14/06	D00277	D 105.50	0.00	3,481.50	508.88	214.55	50.18	129.66	0.00	61.25	2,516.98
04/28/06	D00293	D 72.00	0.00	2,376.00	272.83	146.01	34.15	86.19	0.00	61.25	1,775.57
CRYSEL TOTAL:		177.50	0.00	5,857.50	781.71	360.56	84.33	215.85	0.00	122.50	4,292.55
10-FALERO FALERO, WALLACE			SSN: 583-10-4055								
04/14/06	D00266	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL:		0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
10-GAY GAY, MICKEY			SSN: 416-11-1385								
04/14/06	029329	120.00	0.00	7,000.00	1,743.54	434.00	101.50	256.99	0.00	0.00	4,463.97
04/28/06	029362	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
GAY TOTAL:		216.00	0.00	11,800.00	2,837.64	731.60	171.10	436.45	0.00	0.00	7,623.21
10-LAUDERD LAUDERDALE, RICK			SSN: 416-04-0877								
04/14/06	D00278	D 85.00	0.00	3,825.00	671.77	237.15	55.46	140.79	0.00	238.45	2,481.38
04/28/06	D00294	D 79.00	0.00	3,555.00	596.17	220.41	51.55	131.07	0.00	238.45	2,317.35
LAUDERD TOTAL:		164.00	0.00	7,380.00	1,267.94	457.56	107.01	271.86	0.00	476.90	4,798.73
10-MCINTOS MCINTOSH, ELIZABETH			SSN: 417-15-1167								
04/14/06	D00279	D 61.00	0.00	2,318.00	247.28	143.72	33.61	105.62	0.00	0.00	1,787.77
04/28/06	D00295	D 96.00	0.00	3,648.00	509.08	226.18	52.90	159.03	0.00	0.00	2,700.81
MCINTOS TOTAL:		157.00	0.00	5,966.00	756.36	369.90	86.51	264.65	0.00	0.00	4,488.58
10-MOOREHO MOOREHOUSE, JOHN			SSN: 512-46-7602								
04/14/06	D00267	D 0.00	0.00	25,000.00	7,117.08	930.00	362.50	882.48	0.00	0.00	15,707.94
MOOREHO TOTAL:		0.00	0.00	25,000.00	7,117.08	930.00	362.50	882.48	0.00	0.00	15,707.94
10-NORRIS NORRIS, BEATRICE BEAR			SSN: 421-04-5651								
04/14/06	D00280	D 52.00	0.00	2,600.00	266.12	159.77	37.37	97.00	0.00	56.10	1,983.64
04/28/06	D00296	D 12.00	0.00	600.00	0.00	35.77	8.37	12.87	0.00	113.67	429.32
NORRIS TOTAL:		64.00	0.00	3,200.00	266.12	195.54	45.74	109.87	0.00	169.77	2,412.96
10-TREADWE TREADWELL, DENISE			SSN: 423-08-8559								
04/14/06	D00281	D 36.00	0.00	1,800.00	287.29	111.60	26.10	69.80	0.00	0.00	1,305.21
TREADWE TOTAL:		36.00	0.00	1,800.00	287.29	111.60	26.10	69.80	0.00	0.00	1,305.21
10-WILKERS WILKERSON, BENNY			SSN: 420-98-2306								
04/14/06	D00282	D 96.00	0.00	4,800.00	763.75	297.60	69.60	195.35	0.00	238.45	3,235.25
04/28/06	D00297	D 81.50	0.00	4,075.00	582.50	252.65	59.09	168.17	0.00	247.75	2,764.84
WILKERS TOTAL:		177.50	0.00	8,875.00	1,346.25	550.25	128.69	363.52	0.00	486.20	6,000.09
DEPT 10 TOTAL:		1213.00	0.00	95,175.50	19,636.55	5,275.42	1,378.78	3,544.36	0.00	1,255.37	64,085.02

AERAS 0582

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 04/01/06 THRU 04/30/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
20-DESTIN DESTIN, KELLI D. SSN: 417-23-2001											
04/14/06	D00268	D 86.67	0.00	1,375.00	100.25	82.94	19.40	49.58	0.00	169.56	953.27
04/28/06	D00283	D 83.34	0.00	1,375.01	100.25	82.94	19.40	49.58	0.00	169.56	953.28
DESTIN TOTAL:		170.01	0.00	2,750.01	200.50	165.88	38.80	99.16	0.00	339.12	1,906.55
20-KITCHEN KITCHENS, KATHRYN B. SSN: 421-62-7502											
04/14/06	D00269	D 86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
04/28/06	D00284	D 69.00	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:		155.67	0.00	3,666.66	518.10	225.72	52.80	143.22	0.00	51.90	2,674.92
20-PLATT PLATT, MARK SSN: 571-08-4891											
04/14/06	D00270	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
04/28/06	D00285	D 86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:		173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY SSN: 420-25-1100											
04/14/06	D00271	D 53.63	0.00	1,237.57	102.05	75.42	17.64	37.80	0.00	56.15	948.51
04/28/06	D00286	D 46.61	0.00	1,075.57	77.75	65.37	15.29	30.92	0.00	56.15	830.09
ROGERS TOTAL:		100.24	0.00	2,313.14	179.80	140.79	32.93	68.72	0.00	112.30	1,778.60
20-SHAW SHAW, JEANIE M. SSN: 422-62-5391											
04/14/06	D00272	D 86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	16.50	1,751.16
04/28/06	D00287	D 82.57	0.00	2,270.80	240.20	140.79	32.93	89.24	0.00	0.00	1,767.64
SHAW TOTAL:		169.24	0.00	4,541.63	480.41	281.58	65.86	178.48	0.00	16.50	3,518.80
DEPT 20 TOTAL:		768.50	0.00	20,771.44	2,274.65	1,278.97	299.15	781.46	0.00	519.82	15,617.39

AERAS 0583

AERAS, P. C.

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 04/01/06 THRU 04/30/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-MAYS	MAYS, QUATISHA			SSN: 421-21-6821							
04/14/06	029325	D 101.42	0.00	1,023.92	99.35	62.34	14.58	35.72	0.00	48.75	763.18
04/28/06	D00288	D 86.67	0.00	875.00	77.02	53.10	12.42	29.39	0.00	48.75	654.32
MAYS	TOTAL:	188.09	0.00	1,898.92	176.37	115.44	27.00	65.11	0.00	97.50	1,417.50
40-RUSSELL	RUSSELL, MELANIE			SSN: 419-98-8513							
04/14/06	D00273	D 86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
04/28/06	D00289	D 86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
RUSSELL	TOTAL:	173.34	0.00	2,687.50	346.46	166.62	38.96	105.38	0.00	48.00	1,982.08
40-SMILEY	SMILEY, KATRINA			SSN: 423-08-4071							
04/14/06	D00274	D 86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
04/28/06	D00290	D 86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
SMILEY	TOTAL:	173.34	0.00	2,166.66	262.08	134.34	31.42	83.56	0.00	0.00	1,655.26
DEPT 40	TOTAL:	534.77	0.00	6,753.08	784.91	416.40	97.38	254.05	0.00	145.50	5,054.84
REPORT	TOTAL:	2516.27	0.00	122,700.02	22,696.11	6,970.79	1,775.31	4,579.87	0.00	1,920.69	84,757.25

AERAS 0584

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/06 THRU 05/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-CARTER CARTER, MELONI SSN: 416-23-3477											
05/15/06	D00322	D 27.00	0.00	1,215.00	101.83	75.33	17.62	37.74	0.00	2.97	979.51
05/31/06	D00322	D 27.00	0.00	1,215.00	101.83	75.33	17.62	37.74	0.00	2.97	979.51
CARTER TOTAL: 27.00 0.00 1,215.00 101.83 75.33 17.62 37.74 0.00 2.97 979.51											
10-CLEVELA CLEVELAND, JIMMY SSN: 317-52-9763											
05/15/06	D00308	D 60.00	0.00	3,000.00	329.58	186.00	43.50	120.60	0.00	0.00	2,320.32
05/31/06	D00323	D 84.00	0.00	4,200.00	627.08	260.40	60.90	165.73	0.00	0.00	3,085.89
CLEVELA TOTAL: 144.00 0.00 7,200.00 956.66 446.40 104.40 286.33 0.00 0.00 5,406.21											
10-COOPER COOPER, JUDY SSN: 044-50-5839											
05/15/06	029389	24.50	0.00	1,041.25	91.38	64.56	15.10	38.65	0.00	0.00	831.56
05/31/06	029403	48.50	0.00	2,061.25	304.74	127.80	29.89	78.98	0.00	0.00	1,519.84
COOPER TOTAL: 73.00 0.00 3,102.50 396.12 192.36 44.99 117.63 0.00 0.00 2,351.40											
10-CRYSEL CRYSEL, KIMBERLY SSN: 417-94-7032											
05/15/06	D00309	D 75.50	0.00	2,491.50	290.16	153.17	35.82	91.10	0.00	61.25	1,860.00
05/31/06	D00324	D 84.50	0.00	2,788.50	335.63	171.59	40.13	103.68	0.00	61.25	2,076.22
CRYSEL TOTAL: 160.00 0.00 5,280.00 625.79 324.76 75.95 194.78 0.00 122.50 3,936.22											
10-FALERO FALERO, WALLACE SSN: 583-10-4055											
05/15/06	D00298	D 0.00	0.00	15,000.00	3,817.08	930.00	217.50	547.48	0.00	0.00	9,487.94
FALERO TOTAL: 0.00 0.00 15,000.00 3,817.08 930.00 217.50 547.48 0.00 0.00 9,487.94											
10-GAY GAY, MICKEY SSN: 416-11-1385											
05/15/06	029390	96.00	0.00	5,800.00	1,374.10	359.60	84.10	215.46	0.00	0.00	3,766.74
05/31/06	029404	96.00	0.00	4,800.00	1,094.10	297.60	69.60	179.46	0.00	0.00	3,159.24
GAY TOTAL: 192.00 0.00 10,600.00 2,468.20 657.20 153.70 394.92 0.00 0.00 6,925.98											
10-GUY GUY, ALLISON SSN: 423-11-2933											
05/31/06	D00325	D 45.00	0.00	1,575.00	231.04	97.65	22.84	58.24	0.00	0.00	1,165.23
GUY TOTAL: 45.00 0.00 1,575.00 231.04 97.65 22.84 58.24 0.00 0.00 1,165.23											
10-LAUDERD LAUDERDALE, RICK SSN: 416-04-0877											
05/15/06	D00310	D 93.50	0.00	4,207.50	778.87	260.87	61.01	154.56	0.00	238.45	2,713.74
05/31/06	D00326	D 74.00	0.00	3,480.00	575.17	215.76	50.46	128.37	0.00	238.45	2,271.79
LAUDERD TOTAL: 167.50 0.00 7,687.50 1,354.04 476.63 111.47 282.93 0.00 476.90 4,985.53											
10-MCINTOS MCINTOSH, ELIZABETH SSN: 417-15-1167											
05/15/06	D00311	D 73.75	0.00	2,802.50	319.96	173.76	40.64	126.21	0.00	0.00	2,141.93
05/31/06	D00327	D 60.50	0.00	2,299.00	244.43	142.54	33.34	104.81	0.00	0.00	1,773.88
MCINTOS TOTAL: 134.25 0.00 5,101.50 564.39 316.30 73.98 231.02 0.00 0.00 3,915.81											
10-MOOREHO MOOREHOUSE, JOHN SSN: 512-46-7602											
05/15/06	D00299	D 0.00	0.00	25,000.00	7,117.08	0.00	362.50	882.48	0.00	0.00	16,637.94
MOOREHO TOTAL: 0.00 0.00 25,000.00 7,117.08 0.00 362.50 882.48 0.00 0.00 16,637.94											
10-NORRIS NORRIS, BEATRICE BEAR SSN: 421-04-5651											
05/15/06	D00312	D 24.00	0.00	1,200.00	57.69	72.97	17.07	37.42	0.00	56.10	958.75
05/31/06	D00328	D 64.00	0.00	3,200.00	371.31	196.97	46.07	121.74	0.00	56.10	2,407.81
NORRIS TOTAL: 88.00 0.00 4,400.00 429.00 269.94 63.14 159.16 0.00 112.20 3,366.56											
10-PRITCH PRITCHETT, CHRISTOPHER SSN: 260-17-0238											
05/15/06	D00313	D 80.00	0.00	1,600.00	174.04	99.20	23.20	62.45	0.00	238.45	1,002.66
05/31/06	D00329	D 63.50	0.00	2,540.00	409.04	157.48	36.83	97.70	0.00	238.45	1,600.50
PRITCH TOTAL: 143.50 0.00 4,140.00 583.08 256.68 60.03 160.15 0.00 476.90 2,603.16											
10-SMITHST SMITH, STEVEN SSN: 417-86-0265											
05/31/06	D00330	D 10.00	0.00	400.00	0.00	24.80	5.80	14.33	0.00	0.00	355.07
SMITHST TOTAL: 10.00 0.00 400.00 0.00 24.80 5.80 14.33 0.00 0.00 355.07											

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/06 THRU 05/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 10 MEDICAL

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
10-TREADWE TREADWELL, DENISE SSN: 423-08-8559											
05/31/06	D00331	D 22.00	0.00	1,100.00	133.54	68.20	15.95	42.49	0.00	0.00	839.82
TREADWE TOTAL:		22.00	0.00	1,100.00	133.54	68.20	15.95	42.49	0.00	0.00	839.82
10-WILKERS WILKERSON, BENNY SSN: 420-98-2306											
05/15/06	D00314	D 107.50	0.00	5,375.00	907.50	333.25	77.94	216.92	0.00	238.45	3,600.94
05/31/06	D00332	D 72.00	0.00	3,750.00	501.25	232.50	54.38	155.98	0.00	238.45	2,567.44
WILKERS TOTAL:		179.50	0.00	9,125.00	1,408.75	565.75	132.32	372.90	0.00	476.90	6,168.38
DEPT 10 TOTAL:		1385.75	0.00	100,926.50	20,186.60	4,702.00	1,462.19	3,782.58	0.00	1,668.37	69,124.76

AERAS 0586

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/06 THRU 05/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 20 ADMINISTRATIVE

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT	
20-DESTIN DESTIN, KELLI D.			SSN: 417-23-2001									
05/15/06	D00300	D	61.37	0.00	1,375.02	100.25	82.94	19.40	49.58	0.00	378.56	744.29
DESTIN TOTAL:			61.37	0.00	1,375.02	100.25	82.94	19.40	49.58	0.00	378.56	744.29
20-KITCHEN KITCHENS, KATHRYN B.			SSN: 421-62-7502									
05/15/06	D00301	D	86.67	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
05/31/06	D00315	D	61.98	0.00	1,833.33	259.05	112.86	26.40	71.61	0.00	25.95	1,337.46
KITCHEN TOTAL:			148.65	0.00	3,666.66	518.10	225.72	52.80	143.22	0.00	51.90	2,674.92
20-PLATT PLATT, MARK			SSN: 571-08-4891									
05/15/06	D00302	D	86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
05/31/06	D00316	D	86.67	0.00	3,750.00	447.92	232.50	54.38	145.94	0.00	0.00	2,869.26
PLATT TOTAL:			173.34	0.00	7,500.00	895.84	465.00	108.76	291.88	0.00	0.00	5,738.52
20-ROGERS ROGERS, ASHLEY			SSN: 420-25-1100									
05/15/06	D00303	D	42.56	0.00	982.11	63.73	59.58	13.93	26.95	0.00	61.15	756.77
05/31/06	D00317	D	53.46	0.00	1,233.64	101.46	75.17	17.58	37.64	0.00	56.15	945.64
ROGERS TOTAL:			96.02	0.00	2,215.75	165.19	134.75	31.51	64.59	0.00	117.30	1,702.41
20-SHAW SHAW, JEANIE M.			SSN: 422-62-5391									
05/15/06	D00304	D	80.98	0.00	2,270.80	240.20	140.79	32.93	89.24	0.00	0.00	1,767.64
05/31/06	D00318	D	86.67	0.00	2,270.83	240.21	140.79	32.93	89.24	0.00	0.00	1,767.66
SHAW TOTAL:			167.65	0.00	4,541.63	480.41	281.58	65.86	178.48	0.00	0.00	3,535.30
DEPT 20 TOTAL:			647.03	0.00	19,299.06	2,159.79	1,189.99	278.33	727.75	0.00	547.76	14,395.44

AERAS 0587

AERAS P. C.

PAYROLL CHECK HISTORY REPORT

DETAIL FOR 05/01/06 THRU 05/31/06
SORTED BY EMPLOYEE NUMBER

DEPARTMENT NO: 40 BILLING

EMPLOYEE/ CHK DATE	CHK NO	REG HOURS	O/T HOURS	GROSS WAGES	FEDERAL W/H	FICA W/H	MEDICARE W/H	STATE W/H	OTHER TAXES	OTHER DEDUCTIONS	CHECK AMOUNT
40-MAYS	MAYS, QUATISHA			SSN: 421-21-6821							
05/15/06	D00305 D	86.67	0.00	875.00	77.02	53.10	12.42	29.39	0.00	48.75	654.32
05/31/06	D00319 D	86.67	0.00	875.00	77.02	53.10	12.42	29.39	0.00	48.75	654.32
MAYS	TOTAL:	173.34	0.00	1,750.00	154.04	106.20	24.84	58.78	0.00	97.50	1,308.64
40-RUSSELL	RUSSELL, MELANIE			SSN: 419-98-8513							
05/15/06	D00306 D	86.67	0.00	1,343.75	173.23	83.31	19.48	52.69	0.00	24.00	991.04
05/31/06	D00320 D	178.98	0.00	2,875.89	556.26	178.31	41.70	110.15	0.00	24.00	1,965.47
RUSSELL	TOTAL:	265.65	0.00	4,219.64	729.49	261.62	61.18	162.84	0.00	48.00	2,956.51
40-SMILEY	SMILEY, KATRINA			SSN: 423-08-4071							
05/15/06	D00307 D	86.67	0.00	1,083.33	131.04	67.17	15.71	41.78	0.00	0.00	827.63
05/31/06	D00321 D	186.67	0.00	2,333.23	420.60	144.66	33.83	89.80	0.00	0.00	1,644.34
SMILEY	TOTAL:	273.34	0.00	3,416.56	551.64	211.83	49.54	131.58	0.00	0.00	2,471.97
DEPT 40	TOTAL:	712.33	0.00	9,386.20	1,435.17	579.65	135.56	353.20	0.00	145.50	6,737.12
REPORT	TOTAL:	2745.11	0.00	129,611.76	23,781.56	6,471.64	1,876.08	4,863.53	0.00	2,361.63	90,257.32

AERAS 0588

Extender Payroll												
Period Ending 5/1/03 - 5/15/05												
Paid 5/31/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Extender Net before Taxes
Carler, Meloni	DD	47.25	47.25	\$35.00	\$1,653.75	-\$209.00	-\$29.45			-\$2.19		\$1,413.11
Cleveland, Jimmy	DD	84.00	84.00	\$50.00	\$4,200.00							\$4,200.00
Cooper, Judy	CK	8.00	8.00	\$20.00	\$160.00							\$160.00
Gay, Mickey	CK	84.00	84.00	\$50.00	\$4,200.00							\$4,200.00
Lauderdale, Rick	DD	69.00	69.00	\$45.00	\$3,105.00							\$3,105.00
McIntosh, Elizabeth	DD	67.50	67.50	\$35.00	\$2,362.50							\$2,362.50
Norris, Bea Bear	DD	36.00	36.00	\$50.00	\$1,800.00							\$1,800.00
Treadwell, Denise	DD	0.00	-	\$50.00	\$0.00			-\$33.00	-\$23.10	-\$59.09		\$1,684.81
Wilkerson, Benny	DD	84.00	84.00	\$50.00	\$4,200.00			-\$45.60				\$4,154.40
Totals		479.75	479.75		\$21,681.25	-\$209.00	-\$29.45	-\$78.60	-\$23.10	-\$61.28	\$0.00	\$21,279.82
Lauderdale, Rick (East)	DD	0.00	0.00	\$45.00	\$							
Carler, Meloni (East)	DD	10.25	10.25	\$35.00	\$358.75							\$358.75
McIntosh, Elizabeth (East)	DD	26.50	26.50	\$35.00	\$927.50							\$927.50
Cooper, Judy (East)	CK	32.50	32.50	\$42.50	\$1,381.25							\$1,381.25
Totals		69.25	69.25		\$2,667.50							\$2,667.50
Total Extender Hours		549.00	549.00		\$24,348.75	-\$209.00	-\$29.45	-\$78.60	-\$23.10	-\$61.28	\$0.00	\$23,947.32

AERAS 0589

Extender Payroll													
Period Ending 5/15/05 - 5/31/05													
Paid 6/15/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
Carter, Meloni	DD	20.00	20.00	\$35.00	\$700.00	-\$209.00	-\$29.45					-\$238.45	\$461.55
Cleveland, Jimmy	DD	48.00	48.00	\$50.00	\$2,400.00							\$0.00	\$2,400.00
Cooper, Judy	CK	4.00	4.00	\$42.50	\$170.00							\$0.00	\$170.00
Gay, Mickey	CK	108.00	108.00	\$50.00	\$5,400.00							\$0.00	\$5,400.00
Lauderdale, Rick	DD	81.00	81.00	\$45.00	\$3,645.00							\$0.00	\$3,645.00
McIntosh, Elizabeth	DD	72.00	72.00	\$35.00	\$2,520.00							\$0.00	\$2,520.00
Norris, Bea Bear	DD	84.00	84.00	\$50.00	\$4,200.00			-\$33.00	-\$23.10			-\$56.10	\$4,143.90
Treadwell, Denise	DD			\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny	DD	84.00	84.00	\$50.00	\$4,200.00			-\$45.60				-\$45.60	\$4,154.40
Totals		501.00	501.00		\$23,235.00	-\$209.00	-\$29.45	-\$75.60	-\$23.10	\$0.00	\$0.00	-\$340.15	\$22,894.85
Lauderdale, Rick (East)	DD		0.00	\$45.00	\$ -								
Carter, Meloni (East)	DD			\$35.00	\$0.00							\$0.00	\$0.00
McIntosh, Elizabeth (East)	DD	16.00	16.00	\$35.00	\$560.00							\$0.00	\$560.00
Cooper, Judy (East)	CK	26.50	26.50	\$42.50	\$1,126.25							\$0.00	\$1,126.25
Totals		42.50	42.50		\$1,686.25								\$1,686.25
Total Extender Hours		543.50	543.50		\$24,921.25	-\$209.00	-\$29.45	-\$75.60	-\$23.10	\$0.00	\$0.00	-\$340.15	\$24,581.10

AERAS 0590

Extender Payroll													
Period Ending 6/01/05 - 6/15/05													
Paid 6/30/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Deductions	Extender Net before Taxes
Carter, Meloni	DD	8.00	8.00	\$35.00	\$280.00	-\$104.50	-\$29.45			-\$5.51		-\$139.46	\$140.54
Cleveland, Jimmy	DD	72.00	72.00	\$50.00	\$3,600.00							\$0.00	\$3,600.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Gay, Mickey	CK	96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Lauderdale, Rick	DD	117.50	117.50	\$45.00	\$5,287.50							\$0.00	\$5,287.50
McIntosh, Elizabeth	DD	48.50	48.50	\$35.00	\$1,697.50							\$0.00	\$1,697.50
Norris, Bea Bear	DD	79.50	79.50	\$50.00	\$3,975.00			-\$33.00	-\$23.10	-\$52.39		-\$108.49	\$3,866.51
Treadwell, Denise	DD	12.00	12.00	\$50.00	\$600.00							\$0.00	\$600.00
Wilkerson, Benny	DD	60.00	60.00	\$50.00	\$3,000.00	-\$104.50	-\$29.45	-\$45.60				-\$45.60	\$2,954.40
Totals		493.50	493.50		\$23,240.00	-\$104.50	-\$29.45	-\$78.60	-\$23.10	\$57.90	\$0.00	-\$293.56	\$22,946.45
Lauderdale, Rick (East)	DD		0.00	\$45.00	\$								
Carter, Meloni (East)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
McIntosh, Elizabeth (East)	DD	21.75	21.75	\$35.00	\$761.25							\$0.00	\$761.25
Cooper, Judy (East)	CK	36.50	36.50	\$42.50	\$1,551.25							\$0.00	\$1,551.25
Totals		58.25	58.25		\$2,312.50								\$2,312.50
Total Extender Hours		551.75	551.75		\$25,552.50	-\$104.50	-\$29.45	-\$78.60	-\$23.10	\$57.90	\$0.00	-\$293.56	\$25,258.95

AERAS 0591

Extender Payroll												
Period Ending 6/15/05 - 6/30/05												
Paid 7/15/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Extender Total Deductions Net before Taxes
Carter, Meloni	DD	17.00	17.00	\$35.00	\$595.00	-\$209.00	-\$29.45					-\$238.45
Cleveland, Jimmy	DD	60.00	60.00	\$50.00	\$3,000.00							\$356.55
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$3,000.00
Gay, Mickey	CK	96.00	96.00	\$50.00	\$4,800.00							\$0.00
Lauderdale, Rick	DD	63.00	63.00	\$45.00	\$2,835.00							\$0.00
McIntosh, Elizabeth	DD	76.50	76.50	\$35.00	\$2,677.50							\$0.00
Norris, Bea Bear	DD	36.00	36.00	\$50.00	\$1,800.00			-\$33.00	-\$23.10			\$0.00
Treadwell, Denise	DD	0.00	-	\$50.00	\$0.00							-\$56.10
Wilkerson, Benny	DD	96.00	96.00	\$50.00	\$4,800.00			-\$45.60				\$0.00
Totals		444.50	444.50		\$20,507.50	-\$209.00	-\$29.45	-\$78.60	-\$23.10	\$0.00	\$0.00	-\$340.15
Lauderdale, Rick (East)	DD	0.00	0.00	\$45.00	\$							
Carter, Meloni (East)	DD	32.50	32.50	\$35.00	\$1,137.50							\$0.00
McIntosh, Elizabeth (East)	DD	-	-	\$35.00	\$0.00							\$0.00
Cooper, Judy (East)	CK	24.00	24.00	\$42.50	\$1,020.00							\$0.00
Totals		56.50	56.50		\$2,157.50							
Total Extender Hours		501.00	501.00		\$22,665.00	-\$209.00	-\$29.45	-\$78.60	-\$23.10	\$0.00	\$0.00	-\$340.15

AERAS 0592

Extender Payroll											
Period Ending 7/01/05 - 7/15/05											
Paid 7/29/05											
	Payment	Baptist	Total	Rate	Extender	Health	Dental	AFLAC			
	Method	Hours	Hours		Subtotal	Insurance	Insurance	Disability	Sickness	Charges	
										Other	
										Deductions	
										Total	
										Net before Taxes	
										Extender	
Carter, Meloni	DD	24.00	24.00	\$35.00	\$840.00	-\$209.00	-\$29.45			-\$238.45	\$601.55
Cleveland, Jimmy	DD	60.00	60.00	\$50.00	\$3,000.00					\$0.00	\$3,000.00
Cooper, Judy	CK	8.00	8.00	\$42.50	\$340.00					\$0.00	\$340.00
Gay, Mickey	CK	92.50	92.50	\$50.00	\$4,625.00				-\$2.64	\$0.00	\$4,622.36
Lauderdale, Rick	DD	69.50	69.50	\$45.00	\$3,127.50					\$0.00	\$3,127.50
McIntosh, Elizabeth	DD	51.00	51.00	\$35.00	\$1,785.00					\$0.00	\$1,785.00
Norris, Bea Bear	DD	48.00	48.00	\$50.00	\$2,400.00			-\$33.00	-\$23.10	-\$55.00	\$2,232.55
Treadwell, Denise	DD	-	-	\$50.00	\$0.00					\$0.00	\$0.00
Wilkerson, Benny	DD	84.00	84.00	\$50.00	\$4,200.00		-\$29.45	-\$45.60		-\$55.00	\$4,099.40
Totals		437.00	437.00		\$20,317.50	-\$209.00		-\$78.60	-\$23.10	-\$509.14	\$19,808.36
Carter, Meloni (East)	DD	-	-	\$35.00	\$0.00					\$0.00	\$0.00
Carter, Meloni (Prattville)	DD	23.00	23.00	\$35.00	\$805.00						\$805.00
McIntosh, Elizabeth (East)	DD	19.00	19.00	\$35.00	\$665.00					\$0.00	\$665.00
Crysel, Kimberly (East)	DD	18.00	18.00	\$20.00	\$360.00						\$360.00
Cooper, Judy (East)	CK	41.50	41.50	\$42.50	\$1,763.75					\$0.00	\$1,763.75
Totals		101.50	101.50		\$3,593.75						\$3,593.75
Total Extender Hours		538.50	538.50		\$23,911.25	-\$209.00	-\$29.45	-\$78.60	-\$23.10	-\$509.14	\$23,402.11

AERAS 0593

Extender Payroll														
Period Ending 7/16/05 - 7/31/05														
Paid 8/15/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Deductions	Total	Extender Net before Taxes
	Carter, Meloni	8.00	8.00	\$35.00	\$280.00	-\$209.00	-\$29.45					-\$238.45		\$41.55
	Cleveland, Jimmy	48.00	48.00	\$50.00	\$2,400.00							\$0.00		\$2,400.00
	Cooper, Judy		-	\$42.50	\$0.00							\$0.00		\$0.00
	Crysel, Kimberly (orient)	10.00	10.00	\$20.00	\$200.00							\$0.00		\$200.00
	Gay, Mickey	96.00	96.00	\$50.00	\$4,800.00							\$0.00		\$4,800.00
	Lauderdale, Rick	93.75	93.75	\$45.00	\$4,218.75							\$0.00		\$4,218.75
	McIntosh, Elizabeth	76.25	76.25	\$35.00	\$2,668.75							\$0.00		\$2,668.75
	Norris, Bea Bear	60.00	60.00	\$50.00	\$3,000.00			-\$33.00	-\$23.10			-\$56.10		\$2,943.90
	Treadwell, Denise	36.00	36.00	\$50.00	\$1,800.00							\$0.00		\$1,800.00
	Wilkinson, Benny	84.00	84.00	\$50.00	\$4,200.00			-\$29.40				-\$29.40		\$4,170.60
	Totals	512.00	512.00		\$23,567.50	-\$209.00	-\$29.45	-\$62.40	-\$23.10	\$0.00	\$0.00	-\$323.95		\$23,243.55
	Carter, Meloni (East)	6.00	6.00	\$35.00	\$210.00							\$0.00		\$210.00
	Carter, Meloni (Prattville)	32.00	32.00	\$35.00	\$1,120.00							\$0.00		\$1,120.00
	McIntosh, Elizabeth (East)	18.00	18.00	\$35.00	\$630.00							\$0.00		\$630.00
	Crysel, Kimberly (East)		-	\$20.00	\$0.00							\$0.00		\$0.00
	Cooper, Judy (East)	34.00	34.00	\$42.50	\$1,445.00							\$0.00		\$1,445.00
	Totals	90.00	90.00		\$3,405.00							\$0.00		\$3,405.00
	Total Extender Hours	602.00	602.00		\$26,972.50	-\$209.00	-\$29.45	-\$62.40	-\$23.10	\$0.00	\$0.00	-\$323.95		\$26,648.55

AERAS 0594

Extender Payroll													
Period Ending 8/1/05 - 8/15/05													
Paid 8/31/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Carter, Meloni	DD		-	\$35.00	\$0.00	-\$209.00	-\$29.45			-\$57.21		-\$295.66	-\$295.66
Cleveland, Jimmy	DD	48.00	48.00	\$50.00	\$2,400.00							\$0.00	\$2,400.00
Cooper, Judy	CK		-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (orient)	DD		-	\$20.00	\$0.00					-\$5.43		-\$5.43	-\$5.43
Gay, Mickey	CK	96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Guy, Allison (orient)	DD		-	\$30.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD	79.50	79.50	\$45.00	\$3,577.50							\$0.00	\$3,577.50
McIntosh, Elizabeth	DD	60.00	60.00	\$35.00	\$2,100.00							\$0.00	\$2,100.00
Norris, Bea Bear	DD	48.00	48.00	\$50.00	\$2,400.00			-\$33.00	-\$23.10			-\$56.10	\$2,343.90
Treadwell, Denise	DD		-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny	DD	104.00	104.00	\$50.00	\$5,200.00	-\$209.00	-\$29.45	-\$33.00	-\$23.10	-\$62.64	\$0.00	-\$357.19	\$5,200.00
Totals		435.50	435.50		\$20,477.50	-\$209.00	-\$29.45	-\$33.00	-\$23.10	-\$62.64	\$0.00	-\$357.19	\$20,120.31
EAST/PRAIRIEVILLE													
Carter, Meloni (East)	DD	24.50	24.50	\$35.00	\$857.50							\$0.00	\$857.50
Carter, Meloni (Prattville)	DD	37.00	37.00	\$35.00	\$1,295.00							\$0.00	\$1,295.00
McIntosh, Elizabeth (East)	DD	16.50	16.50	\$35.00	\$577.50							\$0.00	\$577.50
Guy, Allison	DD		-	\$30.00	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (East)	DD		-	\$20.00	\$0.00							\$0.00	\$0.00
Cooper, Judy (Prattville)	DD	8.00	8.00	\$42.50	\$340.00							\$0.00	\$340.00
Cooper, Judy (East)	CK	18.50	18.50	\$42.50	\$786.25							\$0.00	\$786.25
Totals		104.50	104.50		\$3,856.25							\$0.00	\$3,856.25
REGULAR SALARY													
Carter, Meloni	DD	1.00	1.00	\$35.00	\$35.00							\$0.00	\$35.00
Crysel, Kimberly	DD	16.00	16.00	\$20.00	\$320.00							\$0.00	\$320.00
Guy, Allison	DD	75.50	75.50	\$30.00	\$2,265.00							\$0.00	\$2,265.00
Wilkerson, Benny	DD	4.00	4.00	\$50.00	\$200.00							\$0.00	\$200.00
Totals		96.50	96.50		\$2,820.00							\$0.00	\$2,820.00
Total Extender Hours		636.50	636.50		\$27,153.75	-\$209.00	-\$29.45	-\$33.00	-\$23.10	-\$62.64	\$0.00	-\$357.19	\$26,786.56
**Pay Meloni Carter 1 hour extra - AERAS													
**Pay Benny Wilkerson for a 12 hour shift on the 14th but only charge physician 8 hours and AERAS 4 hours													

AERAS 0595

Extender Payroll													
Period Ending 9/1/05 - 9/15/05													
Paid 9/30/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Carter, Meloni	DD	12.00	12.00	\$35.00	\$420.00	-\$209.00	-\$29.45					-\$238.45	\$181.55
Cleveland, Jimmy	DD	48.00	48.00	\$50.00	\$2,400.00							\$0.00	\$2,400.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (orient)	DD	0.00	-	\$20.00	\$0.00							\$0.00	\$0.00
Gay, Mickey	CK	48.00	48.00	\$50.00	\$2,400.00							\$0.00	\$2,400.00
Guy, Allison	DD	64.00	64.00	\$30.00	\$1,920.00					-\$5.49		-\$5.49	\$1,914.51
Lauderdale, Rick	DD	81.00	81.00	\$45.00	\$3,645.00							\$0.00	\$3,645.00
McIntosh, Elizabeth	DD	36.00	36.00	\$35.00	\$1,260.00							\$0.00	\$1,260.00
Norris, Bea Bear	DD	60.00	60.00	\$50.00	\$3,000.00			-\$33.00	-\$23.10	-\$62.56		-\$118.66	\$2,881.34
Treadwell, Denise	DD	0.00	-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny	DD	96.00	96.00	\$50.00	\$4,800.00	-\$209.00	-\$29.45					-\$238.45	\$4,561.55
Totals		445.00	445.00		\$19,845.00	-\$418.00	-\$58.90	-\$33.00	-\$23.10	-\$68.05	\$0.00	-\$601.05	\$19,243.95
EAST/PRATTVILLE													
Carter, Meloni (East)	DD	8.00	8.00	\$35.00	\$280.00							\$0.00	\$280.00
Carter, Meloni (Prattville)	DD	40.00	40.00	\$35.00	\$1,400.00							\$0.00	\$1,400.00
McIntosh, Elizabeth (East)	DD	15.00	15.00	\$35.00	\$525.00							\$0.00	\$525.00
Guy, Allison (East)	DD	16.00	16.00	\$30.00	\$480.00							\$0.00	\$480.00
Norris, Bea Bear (East)	DD	8.00	8.00	\$50.00	\$400.00							\$0.00	\$400.00
Cooper, Judy (Prattville)	DD	8.00	8.00	\$42.50	\$340.00							\$0.00	\$340.00
Cooper, Judy (East)	CK	16.50	16.50	\$42.50	\$701.25							\$0.00	\$701.25
Totals		111.50	111.50		\$4,126.25							\$0.00	\$4,126.25
REGULAR SALARY													
Crysel, Kimberly	DD	12.50	12.50	\$20.00	\$250.00							\$0.00	\$250.00
Guy, Allison	DD	-	-	\$30.00	\$0.00							\$0.00	\$0.00
Rick Lauderdale (gas)	DD	2.00	2.00	\$45.00	\$90.00							\$0.00	\$90.00
Totals		14.50	14.50		\$340.00							\$0.00	\$340.00
Total Extender Hours		571.00	571.00		\$24,311.25	-\$418.00	-\$58.90	-\$33.00	-\$23.10	-\$68.05	\$0.00	-\$601.05	\$23,710.20
**Start \$1000 raise for Mickey Gay on the 15th checks.													
Raise to title him as Director of Mid-Level Provider Documentation													

AERAS 0597

Extender Payroll		Baptist		Total		Rate		Extender		Health Insurance		Dental Insurance		AFLAC Short-Term Disability		AFLAC Sickness		Cafeteria Charges		Other Charges		Total Deductions		Extender Net before Taxes	
Period Ending 9/16/05 - 9/30/05		Payment Method		Hours		Hours		Subtotal		Insurance		Insurance		Disability		Sickness		Charges		Charges		Deductions		Extender	
PAID 10/14/05		Method		Hours		Hours		Subtotal		Insurance		Insurance		Disability		Sickness		Charges		Charges		Deductions		Extender	
SOUTH																									
	Carter, Meloni	DD	-	-	-	-	\$35.00	\$0.00	\$0.00	\$0.00												\$0.00	\$0.00	\$0.00	
	Cleveland, Jimmy	DD	72.00	72.00	72.00	72.00	\$50.00	\$3,600.00	\$3,600.00													\$0.00	\$0.00	\$3,600.00	
	Cooper, Judy	CK	0.00	0.00	-	0.00	\$42.50	\$0.00	\$0.00													\$0.00	\$0.00	\$0.00	
	Crysel, Kimberly (orient)	DD	0.00	0.00	-	0.00	\$20.00	\$0.00	\$0.00													\$0.00	\$0.00	\$0.00	
	Gay, Mickey	CK	96.00	96.00	96.00	96.00	\$50.00	\$4,800.00	\$4,800.00													\$0.00	\$0.00	\$4,800.00	
	Guy, Allison	DD	33.00	33.00	33.00	33.00	\$30.00	\$990.00	\$990.00													\$0.00	\$0.00	\$990.00	
	Lauderdale, Rick	DD	63.50	63.50	63.50	63.50	\$45.00	\$2,857.50	\$2,857.50													\$0.00	\$0.00	\$2,857.50	
	McIntosh, Elizabeth	DD	37.00	37.00	37.00	37.00	\$35.00	\$1,295.00	\$1,295.00													\$0.00	\$0.00	\$1,295.00	
	Norris, Bea Bear	DD	60.00	60.00	60.00	60.00	\$50.00	\$3,000.00	\$3,000.00													-\$56.10	\$0.00	\$2,943.90	
	Treadwell, Denise	DD	0.00	0.00	-	0.00	\$50.00	\$0.00	\$0.00													\$0.00	\$0.00	\$0.00	
	Wilkinson, Benny	DD	84.00	84.00	84.00	84.00	\$50.00	\$4,200.00	\$4,200.00													-\$238.45	\$0.00	\$3,961.55	
	Totals		445.50	445.50	445.50	445.50		\$20,742.50	\$20,742.50													-\$294.55	\$0.00	\$20,447.95	
EAST/PRATTVILLE																									
	Carter, Meloni (East)	DD	-	-	-	-	\$35.00	\$0.00	\$0.00													\$0.00	\$0.00	\$0.00	
	McIntosh, Elizabeth (Prattville)	DD	8.00	8.00	8.00	8.00	\$35.00	\$280.00	\$280.00													\$0.00	\$0.00	\$280.00	
	McIntosh, Elizabeth (East)	DD	24.50	24.50	24.50	24.50	\$35.00	\$857.50	\$857.50													\$0.00	\$0.00	\$857.50	
	Guy, Allison (East)	DD	24.00	24.00	24.00	24.00	\$30.00	\$720.00	\$720.00													\$0.00	\$0.00	\$720.00	
	Guy, Allison (Prattville)	DD	8.00	8.00	8.00	8.00	\$30.00	\$240.00	\$240.00													\$0.00	\$0.00	\$240.00	
	Cooper, Judy (Prattville)	CK	15.00	15.00	15.00	15.00	\$42.50	\$637.50	\$637.50													\$0.00	\$0.00	\$637.50	
	Lauderdale, Rick (East)	DD	8.00	8.00	8.00	8.00	\$45.00	\$360.00	\$360.00													\$0.00	\$0.00	\$360.00	
	Totals		87.50	87.50	87.50	87.50		\$3,095.00	\$3,095.00													\$0.00	\$0.00	\$3,095.00	
REGULAR SALARY																									
	Crysel, Kimberly	DD	27.50	27.50	27.50	27.50	\$20.00	\$550.00	\$550.00													\$0.00	\$0.00	\$550.00	
	Totals		27.50	27.50	27.50	27.50		\$550.00	\$550.00													\$0.00	\$0.00	\$550.00	
	Total Extender Hours		560.50	560.50	560.50	560.50		\$24,387.50	\$24,387.50													-\$294.55	\$0.00	\$24,092.95	
*** Start \$1000 raise for Mickey Gay on the 15th checks.																									
Raise to title him as Director of Mid-Level Provider Documentation																									

AERAS 0598

Extender Payroll																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															</
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AERAS 0599

Extender Payroll													
Period Ending	10/18/05 - 10/31/05												
Paid 11/15/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Carter, Meloni	DD	-	-	\$35.00	\$0.00	\$0.00						\$0.00	\$0.00
Cleveland, Jimmy	DD	72.00	72.00	\$50.00	\$3,600.00							\$0.00	\$3,600.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (orient)	DD	0.00	-	\$20.00	\$0.00							\$0.00	\$0.00
Gay, Mickey	CK	96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Guy, Allison	DD	48.00	48.00	\$30.00	\$1,440.00							\$0.00	\$1,440.00
Lauderdale, Rick	DD	68.00	68.00	\$45.00	\$3,060.00							\$0.00	\$3,060.00
McIntosh, Elizabeth	DD	24.00	24.00	\$35.00	\$840.00							\$0.00	\$840.00
Norris, Bea Bear	DD	60.00	60.00	\$50.00	\$3,000.00							\$0.00	\$3,000.00
Treadwell, Denise	DD	-	-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkinson, Benny	DD	108.00	108.00	\$50.00	\$5,400.00	\$-209.00	\$-29.45	\$-33.00	\$-23.10	\$-9.60	\$0.00	\$-238.45	\$5,161.55
Totals		476.00	476.00		\$22,140.00	\$-209.00	\$-29.45	\$-33.00	\$-23.10	\$-9.60	\$0.00	\$-304.15	\$21,835.85
EAST/PRATTVILLE													
Carter, Meloni (East)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Wilkinson, Benny (East)	DD	-	-	\$50.00	\$0.00							\$0.00	\$0.00
McIntosh, Elizabeth (East)	DD	31.25	31.25	\$35.00	\$1,093.75							\$0.00	\$1,093.75
McIntosh, Elizabeth (Prattville)	DD	10.00	10.00	\$35.00	\$350.00							\$0.00	\$350.00
Lauderdale, Rick (Prattville)	DD	8.50	8.50	\$45.00	\$382.50							\$0.00	\$382.50
Guy, Allison (Prattville)	DD	12.00	12.00	\$30.00	\$360.00							\$0.00	\$360.00
Guy, Allison (East)	DD	24.00	24.00	\$30.00	\$720.00							\$0.00	\$720.00
Cooper, Judy (Prattville)	CK	22.50	22.50	\$42.50	\$956.25							\$0.00	\$956.25
Cooper, Judy (East)	CK	12.00	12.00	\$42.50	\$510.00							\$0.00	\$510.00
Lauderdale, Rick (East)	DD	12.00	12.00	\$45.00	\$540.00							\$0.00	\$540.00
Totals		132.25	132.25		\$4,912.50							\$0.00	\$4,402.50
REGULAR SALARY													
Crysel, Kimberly	DD	36.00	36.00	\$20.00	\$720.00							\$0.00	\$720.00
Gay, Mickey	DD				\$1,000.00							\$0.00	\$1,000.00
Totals		36.00	36.00		\$1,720.00							\$0.00	\$1,720.00
Total Extender Hours		644.25	644.25		\$28,772.50	\$-209.00	\$-29.45	\$-33.00	\$-23.10	\$-9.60	\$0.00	\$-304.15	\$27,958.35
**Start \$1000 raise for Mickey Gay on the 15th checks.													
Raise to title him as Director of Mid-Level Provider Documentation													

AERAS 0600

Extender Payroll		Period Ending 11/1/05 - 11/15/05		Payment Method		Baptist Hours		Total Hours		Rate		Extender Subtotal		Health Insurance		Dental Insurance		AFLAC Short-Term Disability		AFLAC Sickness		Cafeteria Charges		Other Charges		Total Deductions		Extender Net before Taxes			
Paid 11/30/05		DD		DD		DD		DD		DD		DD		DD		DD		DD		DD		DD		DD		DD		DD			
SOUTH		Carter, Meloni		DD		48.00		48.00		\$38.00		\$0.00		\$0.00														\$0.00			
		Cleveland, Jimmy		DD		0.00		0.00		\$50.00		\$2,400.00																\$0.00			
		Cooper, Judy		CK		0.00		0.00		\$42.50		\$0.00																\$0.00			
		Crysel, Kimberly		DD		0.00		0.00		\$33.00		\$0.00						-\$40.25		-\$21.00						-\$61.25		-\$61.25			
		Gay, Mickey		CK		84.00		84.00		\$50.00		\$4,200.00														\$0.00		\$4,200.00			
		Guy, Allison		DD		60.00		60.00		\$35.00		\$2,100.00														\$0.00		\$2,100.00			
		Lauderdale, Rick		DD		60.00		60.00		\$45.00		\$2,700.00														\$0.00		\$2,700.00			
		McIntosh, Elizabeth		DD		48.00		48.00		\$38.00		\$1,824.00														\$0.00		\$1,824.00			
		Norris, Bea Bear		DD		60.00		60.00		\$50.00		\$3,000.00						-\$33.00		-\$23.10		-\$34.38				\$0.00		\$2,909.52			
		Treadwell, Denise		DD		0.00		0.00		\$50.00		\$0.00														\$0.00		\$0.00			
		Wilkerson, Benny		DD		60.00		60.00		\$50.00		\$3,000.00		-\$209.00		-\$29.45		-\$73.25		-\$44.10		-\$34.38		\$0.00		-\$238.45		\$2,761.55			
Totals				420.00		420.00		420.00				\$19,224.00		-\$209.00		-\$29.45		-\$73.25		-\$44.10		-\$34.38				-\$390.18		\$18,833.82			
EAST/PRATTVILLE																															
		Carter, Meloni (East)		DD		26.00		26.00		\$38.00		\$988.00																\$0.00		\$988.00	
		Carter, Maloni (Prattville)		DD		44.00		44.00		\$38.00		\$1,672.00																\$0.00		\$1,672.00	
		McIntosh, Elizabeth (East)		DD		20.00		20.00		\$38.00		\$760.00																\$0.00		\$760.00	
		Norris, Bea Bear (Prattville)		DD		9.00		9.00		\$50.00		\$450.00																\$0.00		\$450.00	
		Lauderdale, Rick (Prattville)		DD		0.00		0.00		\$45.00		\$0.00																\$0.00		\$0.00	
		Guy, Allison (Prattville)		DD		9.00		9.00		\$35.00		\$315.00																\$0.00		\$315.00	
		Guy, Allison (East)		DD		11.00		11.00		\$35.00		\$385.00																\$0.00		\$385.00	
		Cooper, Judy (Prattville)		CK		0.00		0.00		\$42.50		\$0.00																\$0.00		\$0.00	
		Cooper, Judy (East)		CK		0.00		0.00		\$42.50		\$0.00																\$0.00		\$0.00	
		Lauderdale, Rick (East)		DD		13.50		13.50		\$45.00		\$607.50																\$0.00		\$607.50	
		Crysel, Kimberly (East)		DD		62.00		62.00		\$33.00		\$2,046.00																			
		Crysel, Kimberly (Prattville)		DD		10.00		10.00		\$33.00		\$330.00																			
Totals				204.50		204.50		204.50				\$7,553.50														\$0.00		\$5,177.50			
REGULAR SALARY																															
		Gay, Mickey		DD																											
Totals												\$0.00														#REF!		\$0.00			
Total Extender Hours				624.50		624.50		624.50				\$26,777.50		-\$209.00		-\$29.45		-\$73.25		-\$44.10		-\$34.38		\$0.00		#REF!		\$24,011.32			

Extender Payroll												
Period Ending 11/16/05 - 11/30/05												
Paid 12/15/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions
SOUTH												
Carter, Meloni	DD	-	-	\$38.00	\$0.00	\$209.00	-\$29.45					-\$238.45
Cleveland, Jimmy	DD	60.00	60.00	\$40.00	\$3,000.00							\$0.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00
Crysel, Kimberly	DD	0.00	-	\$33.00	\$0.00			-\$40.25	-\$21.00			-\$61.25
Gay, Mickey	CK	96.00	96.00	\$50.00	\$4,800.00							\$0.00
Guy, Allison	DD	36.00	36.00	\$35.00	\$1,260.00							\$0.00
Lauderdale, Rick	DD	36.00	36.00	\$45.00	\$1,620.00							\$0.00
McIntosh, Elizabeth	DD	67.00	67.00	\$38.00	\$2,546.00							\$0.00
Norris, Bea Bear	DD	44.00	44.00	\$50.00	\$2,200.00			-\$33.00	-\$23.10	-\$42.56		-\$98.66
Treadwell, Denise	DD	0.00	-	\$50.00	\$0.00							\$0.00
Wilkinson, Benny	DD	96.00	96.00	\$50.00	\$4,800.00	-\$209.00	-\$29.45					-\$238.45
Totals		435.00	435.00		\$20,226.00	-\$418.00	-\$58.90	\$73.25	\$44.10	-\$42.56	\$0.00	-\$636.81
EAST/PRATTVILLE												
Carter, Meloni (East)	DD	34.00	34.00	\$38.00	\$1,292.00							\$0.00
Carter, Meloni (Prattville)	DD	35.00	35.00	\$38.00	\$1,330.00							\$0.00
McIntosh, Elizabeth (East)	DD	7.00	7.00	\$38.00	\$266.00							\$0.00
Norris, Bea Bear (Prattville)	DD	8.00	8.00	\$50.00	\$400.00							\$0.00
Norris, Bea Bear (East)	DD	11.00	11.00	\$50.00	\$550.00							\$0.00
Guy, Allison (Prattville)	DD	-	-	\$35.00	\$0.00							\$0.00
Guy, Allison (East)	DD	36.00	36.00	\$35.00	\$1,260.00							\$0.00
Cooper, Judy (Prattville)	CK	-	-	\$42.50	\$0.00							\$0.00
Cooper, Judy (East)	CK	-	-	\$42.50	\$0.00							\$0.00
Lauderdale, Rick (East)	DD	24.00	24.00	\$45.00	\$1,080.00							\$0.00
Crysel, Kimberly (East)	DD	29.00	29.00	\$33.00	\$957.00							\$0.00
Crysel, Kimberly (Prattville)	DD	56.00	56.00	\$33.00	\$1,848.00							\$0.00
Totals		240.00	240.00		\$8,983.00							\$0.00
REGULAR SALARY												
Gay, Mickey	DD	-	-		\$1,000.00							\$1,000.00
Totals		-	-		\$1,000.00							\$1,000.00
Total Extender Hours		675.00	675.00		\$30,209.00	-\$418.00	-\$58.90	\$73.25	\$44.10	-\$42.56	\$0.00	-\$636.81
Totals												
\$29,572.19												

**Start \$1000 raise for Mickey Gay on the 15th checks.

Raise to title him as Director of Mid-Level Provider Documentation

AERAS 0602

Extender Payroll													
Period Ending 12/1/05 - 12/15/05													
	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
PAID 12/30/05													
SOUTH													
	DD	12.00	12.00	\$38.00	\$456.00	-\$209.00	-\$29.45					-\$238.45	\$217.55
	DD	60.00	60.00	\$50.00	\$3,000.00							\$0.00	\$3,000.00
	CK	0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
	DD	0.00	-	\$33.00	\$0.00			-\$40.25	-\$21.00			-\$61.25	-\$61.25
	CK	84.00	84.00	\$50.00	\$4,200.00							\$0.00	\$4,200.00
	DD	12.00	12.00	\$35.00	\$420.00							\$0.00	\$420.00
	DD	29.00	29.00	\$45.00	\$1,305.00							\$0.00	\$1,305.00
	DD	58.00	58.00	\$38.00	\$2,204.00							\$0.00	\$2,204.00
	DD	24.00	24.00	\$50.00	\$1,200.00			-\$33.00	-\$23.10			-\$56.10	\$1,143.90
	DD	0.00	-	\$50.00	\$0.00							\$0.00	\$0.00
	DD	102.00	102.00	\$50.00	\$5,100.00	-\$209.00	-\$29.45					-\$238.45	\$4,861.55
	DD	381.00	381.00		\$17,885.00	-\$418.00	-\$58.90	-\$73.25	-\$44.10	\$0.00	\$0.00	-\$594.25	\$17,290.75
EAST/PRATTVILLE													
	DD	10.50	10.50	\$38.00	\$399.00							\$0.00	\$399.00
	DD	12.00	12.00	\$38.00	\$456.00							\$0.00	\$456.00
	DD	24.00	24.00	\$38.00	\$912.00							\$0.00	\$912.00
	DD	10.00	10.00	\$38.00	\$380.00							\$0.00	\$380.00
	DD	12.00	12.00	\$50.00	\$600.00							\$0.00	\$600.00
	DD	11.00	11.00	\$50.00	\$550.00							\$0.00	\$550.00
	DD	12.00	12.00	\$35.00	\$420.00							\$0.00	\$420.00
	DD	36.00	36.00	\$35.00	\$1,260.00							\$0.00	\$1,260.00
	CK	-	-	\$42.50	\$0.00							\$0.00	\$0.00
	CK	12.00	12.00	\$42.50	\$510.00							\$0.00	\$510.00
	DD	48.00	48.00	\$45.00	\$2,160.00							\$0.00	\$2,160.00
	DD	24.00	24.00	\$33.00	\$792.00							\$0.00	\$792.00
	DD	60.00	60.00	\$33.00	\$1,980.00							\$0.00	\$1,980.00
	Totals	271.50	271.50		\$10,419.00							\$0.00	\$10,419.00
REGULAR SALARY													
	DD	-	-		\$0.00								\$0.00
	Totals	-	-		\$0.00								\$0.00
	Total Extender Hours	652.50	652.50		\$28,304.00	-\$418.00	-\$58.90	-\$73.25	-\$44.10	\$0.00	\$0.00	-\$594.25	\$27,709.75
***Start \$1000 raise for Mickey Gay on the 15th checks.													
Raise to title him as Director of Mid-Level Provider Documentation													

AERAS 0603

Extender Payroll												
Period Ending 12/16/05 - 12/31/05	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Calenda Charges	Other Charges	Extender Net before Taxes
SOUTH												
Carter, Meloni	DD	12.00	12.00	\$38.00	\$456.00	\$209.00	-\$29.45					\$217.55
Cleveland, Jimmy	DD	48.00	48.00	\$50.00	\$2,400.00							\$2,400.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00
Crysel, Kimberly	DD	0.00	-	\$33.00	\$0.00			-\$40.25	-\$21.00			-\$61.25
Gay, Mickey	CK	72.00	72.00	\$50.00	\$3,600.00							\$3,600.00
Guy, Allison	DD	73.00	73.00	\$35.00	\$2,555.00							\$2,555.00
Lauderdale, Rick	DD	46.00	46.00	\$45.00	\$2,070.00							\$2,070.00
McIntosh, Elizabeth	DD	49.00	49.00	\$38.00	\$1,862.00							\$1,862.00
Norris, Bea Bear	DD	36.00	36.00	\$50.00	\$1,800.00			-\$33.00	-\$23.10			\$1,743.90
Treadwell, Denise	DD	0.00	-	\$50.00	\$0.00							\$0.00
Wilkinson, Benny	DD	12.00	12.00	\$50.00	\$600.00	\$209.00	-\$29.45					\$361.55
Totals		348.00	348.00		\$15,243.00	\$418.00	-\$58.90	\$73.25	-\$44.10	\$0.00	\$0.00	\$14,748.75
EAST/PRAIRIEVILLE												
Carter, Meloni (East)	DD	24.00	24.00	\$38.00	\$912.00							\$912.00
Carter, Meloni (Prairieville)	DD	48.00	48.00	\$38.00	\$1,824.00							\$1,824.00
McIntosh, Elizabeth (East)	DD	12.00	12.00	\$38.00	\$456.00							\$456.00
McIntosh, Elizabeth (Prairieville)	DD	-	-	\$38.00	\$0.00							\$0.00
Norris, Bea Bear (East)	DD	23.50	23.50	\$50.00	\$1,175.00							\$1,175.00
Norris, Bea Bear (Prairieville)	DD	-	-	\$50.00	\$0.00							\$0.00
Guy, Allison (Prairieville)	DD	-	-	\$35.00	\$0.00							\$0.00
Guy, Allison (East)	DD	9.00	9.00	\$35.00	\$315.00							\$315.00
Cooper, Judy (Prairieville)	CK	8.00	8.00	\$42.50	\$340.00							\$340.00
Cooper, Judy (East)	CK	25.00	25.00	\$42.50	\$1,062.50							\$1,062.50
Lauderdale, Rick (East)	DD	24.00	24.00	\$45.00	\$1,080.00							\$1,080.00
Crysel, Kimberly (East)	DD	12.00	12.00	\$33.00	\$396.00							\$396.00
Crysel, Kimberly (Prairieville)	DD	32.00	32.00	\$33.00	\$1,056.00							\$1,056.00
Wilkinson, Benny (East)	DD	24.00	24.00	\$50.00	\$1,200.00							\$1,200.00
Totals		241.50	241.50		\$9,516.50							\$9,516.50
Overtime Hours for Holidays												
Carter, Meloni (Prairieville)	DD	12.00	12.00	\$57.00	\$684.00							\$684.00
Cleveland, Jimmy (South)	DD	12.00	12.00	\$75.00	\$900.00							\$900.00
Crysel, Kimberly (East)	DD	20.00	20.00	\$49.50	\$990.00							\$990.00
Gay, Mickey (South)	CK	16.50	16.50	\$75.00	\$1,237.50							\$1,237.50
Guy, Allison (East)	DD	10.00	10.00	\$52.50	\$525.00							\$525.00
Lauderdale (East)	DD	12.50	12.50	\$67.50	\$843.75							\$843.75
McIntosh (Prairieville)	DD	7.00	7.00	\$57.00	\$399.00							\$399.00
McIntosh (East)	DD	10.00	10.00	\$57.00	\$570.00							\$570.00
Norris (South)	DD	9.50	9.50	\$75.00	\$712.50							\$712.50
Wilkinson (South)	DD	24.00	24.00	\$75.00	\$1,800.00							\$1,800.00
TOTAL HOLIDAY HOURS		133.50	133.50		\$8,661.75							
REGULAR SALARY												
Gay, Mickey	DD	-	-		\$1,000.00							\$1,000.00
Totals					\$1,000.00							\$1,000.00
Total Extender Hours		723.00	723.00		\$34,821.25	-\$418.90	-\$58.90	-\$73.25	-\$44.10	\$0.00	\$0.00	\$34,365.25
**Start \$1000 raise for Mickey Gay on the 15th checks. Raise to title him as Director of Mid-Level Provider Documentation												

AERAS 0604

Extender Payroll		Period Ending 1/01/06 - 1/15/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH															
Carter, Meloni	DD			-	-	\$38.00	\$0.00	\$-209.00	\$-29.45					\$-238.45	\$-238.45
Cleveland, Jimmy	DD			36.00	36.00	\$50.00	\$1,800.00							\$0.00	\$1,800.00
Cooper, Judy	CK			0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD			0.00	-	\$33.00	\$0.00			\$-40.25	\$-21.00			\$-61.25	\$-61.25
Gay, Mickey	CK			96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Guy, Allison	DD			36.00	36.00	\$35.00	\$1,260.00							\$0.00	\$1,260.00
Lauderdale, Rick	DD			72.00	72.00	\$45.00	\$3,240.00							\$0.00	\$3,240.00
McIntosh, Elizabeth	DD			0.00	-	\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear	DD			84.00	84.00	\$50.00	\$4,200.00			\$-33.00	\$-23.10	\$-32.06		\$-88.16	\$4,111.84
Treadwell, Denise	DD			0.00	-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny	DD			84.00	84.00	\$50.00	\$4,200.00	\$-209.00	\$-29.45					\$-238.45	\$3,961.55
Totals				408.00	408.00		\$19,500.00	\$-418.00	\$-58.90	\$-73.25	\$-44.10	\$-32.06	\$0.00	\$-626.31	\$18,873.69
EAST/PRATTVILLE															
Carter, Meloni (East)	DD			12.00	12.00	\$38.00	\$456.00							\$0.00	\$456.00
Carter, Meloni (Prattville)	DD			60.50	60.50	\$38.00	\$2,299.00							\$0.00	\$2,299.00
McIntosh, Elizabeth (East)	DD			36.25	36.25	\$38.00	\$1,377.50							\$0.00	\$1,377.50
McIntosh, Elizabeth (Prattville)	DD			10.00	10.00	\$38.00	\$380.00							\$0.00	\$380.00
Norris, Bea Bear (East)	DD			-	-	\$50.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (Prattville)	DD			-	-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD			12.00	12.00	\$35.00	\$420.00							\$0.00	\$420.00
Guy, Allison (East)	DD			36.00	36.00	\$35.00	\$1,260.00							\$0.00	\$1,260.00
Cooper, Judy (Prattville)	CK			-	-	\$42.50	\$0.00							\$0.00	\$0.00
Cooper, Judy (East)	CK			12.00	12.00	\$42.50	\$510.00							\$0.00	\$510.00
Lauderdale, Rick (East)	DD			24.00	24.00	\$45.00	\$1,080.00							\$0.00	\$1,080.00
Crysel, Kimberly (East)	DD			46.00	46.00	\$33.00	\$1,518.00							\$0.00	\$1,518.00
Crysel, Kimberly (Prattville)	DD			42.50	42.50	\$33.00	\$1,402.50							\$0.00	\$1,402.50
Totals				291.25	291.25		\$10,703.00							\$0.00	\$10,703.00
REGULAR SALARY															
Gay, Mickey	DD			-	-		\$0.00								\$0.00
Totals				-	-		\$0.00								\$0.00
Total Extender Hours				699.25	699.25		\$30,203.00	\$-418.00	\$-58.90	\$-73.25	\$-44.10	\$-32.06	\$0.00	\$-626.31	\$29,576.69

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll		Period Ending 1/15/06 - 1/31/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH															
Carter, Meloni		DD		-	-	\$38.00	\$0.00							\$0.00	\$0.00
Cleveland, Jimmy		DD		84.00	84.00	\$50.00	\$4,200.00							\$0.00	\$4,200.00
Cooper, Judy		CK		0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly		DD		0.00	-	\$33.00	\$0.00			\$40.25	\$21.00			\$61.25	\$81.25
Gay, Mickey		CK		96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Guy, Allison		DD		0.00	-	\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick		DD		53.50	53.50	\$45.00	\$2,407.50							\$0.00	\$2,407.50
McIntosh, Elizabeth		DD		48.00	48.00	\$38.00	\$1,824.00							\$0.00	\$1,824.00
Norris, Bea Bear		DD		36.00	36.00	\$50.00	\$1,800.00			\$33.00	\$23.10	\$56.45		\$112.55	\$1,687.45
Treadwell, Denise		DD		0.00	-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny		DD		84.00	84.00	\$50.00	\$4,200.00	\$209.00	\$29.45	\$73.25	\$44.10	\$56.45	\$0.00	\$238.45	\$3,961.55
Totals				401.50	401.50		\$19,231.50	\$209.00	\$29.45	\$73.25	\$44.10	\$56.45	\$0.00	\$412.25	\$18,819.25
EAST/PRATTVILLE															
Carter, Meloni (East)		DD		48.00	48.00	\$38.00	\$1,824.00							\$0.00	\$1,824.00
Carter, Meloni (Prattville)		DD		30.00	30.00	\$38.00	\$1,140.00							\$0.00	\$1,140.00
McIntosh, Elizabeth (East)		DD		36.50	36.50	\$38.00	\$1,387.00							\$0.00	\$1,387.00
McIntosh, Elizabeth (Prattville)		DD		-	-	\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (East)		DD		-	-	\$50.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (Prattville)		DD		-	-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)		DD		-	-	\$35.00	\$0.00							\$0.00	\$0.00
Guy, Allison (East)		DD		57.00	57.00	\$35.00	\$1,995.00							\$0.00	\$1,995.00
Cooper, Judy (Prattville)		CK		-	-	\$42.50	\$0.00							\$0.00	\$0.00
Cooper, Judy (East)		CK		24.00	24.00	\$42.50	\$1,020.00							\$0.00	\$1,020.00
Lauderdale, Rick (East)		DD		24.00	24.00	\$45.00	\$1,080.00							\$0.00	\$1,080.00
Crysel, Kimberly (East)		DD		-	-	\$33.00	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (Prattville)		DD		60.00	60.00	\$33.00	\$1,980.00							\$0.00	\$1,980.00
Totals				279.50	279.50		\$10,426.00							\$0.00	\$10,426.00
REGULAR SALARY															
Gay, Mickey		DD		-	-		\$1,000.00								\$1,000.00
Totals				-	-		\$1,000.00								\$1,000.00
Total Extender Hours				681.00	681.00		\$30,657.50	\$209.00	\$29.45	\$73.25	\$44.10	\$56.45	\$0.00	\$412.25	\$30,245.25

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll		Period Ending 2/1/06 - 2/15/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Deductions	Extender Net before Taxes
SOUTH															
Cleveland, Jimmy	DD		96.00		96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Cooper, Judy	CK		0.00		-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD		0.00		-	\$33.00	\$0.00							\$0.00	\$0.00
Gay, Mickey	CK		84.00		84.00	\$50.00	\$4,200.00							\$0.00	\$4,200.00
Guy, Allison	DD		0.00		-	\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD		52.25		52.25	\$45.00	\$2,351.25	\$-278.66	\$-39.27					\$0.00	\$2,033.32
McIntosh, Elizabeth	DD		60.00		60.00	\$38.00	\$2,280.00							\$0.00	\$2,280.00
Norris, Bea Bear	DD		36.00		36.00	\$50.00	\$1,800.00							\$0.00	\$1,800.00
Treadwell, Denise	DD		0.00		-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny	DD		72.00		72.00	\$50.00	\$3,600.00	\$-209.00	\$-29.45					\$0.00	\$3,361.55
Totals			400.25		400.25		\$19,031.25	\$-487.66	\$-68.72	\$-73.25	\$-44.10	\$0.00	\$0.00	\$-673.73	\$18,357.52
EAST/PRATTVILLE															
McIntosh, Elizabeth (East)	DD		11.50		11.50	\$38.00	\$437.00							\$0.00	\$437.00
McIntosh, Elizabeth (Prattville)	DD		-		-	\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (East)	DD		12.00		12.00	\$50.00	\$600.00							\$0.00	\$600.00
Norris, Bea Bear (Prattville)	DD		-		-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD		18.50		18.50	\$35.00	\$647.50							\$0.00	\$647.50
Guy, Allison (East)	DD		32.50		32.50	\$35.00	\$1,137.50							\$0.00	\$1,137.50
Cooper, Judy (Prattville)	CK		23.00		23.00	\$42.50	\$977.50							\$0.00	\$977.50
Cooper, Judy (East)	CK		12.00		12.00	\$42.50	\$510.00							\$0.00	\$510.00
Lauderdale, Rick (East)	DD		26.00		26.00	\$45.00	\$1,170.00							\$0.00	\$1,170.00
Wilkerson, Benny (East)	DD		12.00		12.00	\$50.00	\$600.00							\$0.00	\$600.00
Crysel, Kimberly (East)	DD		75.00		75.00	\$33.00	\$2,475.00							\$0.00	\$2,475.00
Crysel, Kimberly (Prattville)	DD		5.00		5.00	\$33.00	\$165.00							\$0.00	\$165.00
Totals			227.50		227.50		\$8,719.50							\$0.00	\$8,719.50
REGULAR SALARY															
Gay, Mickey	DD		-		-		\$0.00								\$0.00
Totals			-		-		\$0.00								\$0.00
Total Extender Hours			627.75		627.75		\$27,750.75	\$#REF!	\$#REF!	\$-73.25	\$-44.10	\$0.00	\$0.00	\$-673.73	\$26,477.02

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

AERAS 0607

Extender Payroll Period Ending 2/16/06 - 2/28/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Galecteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Cleveland, Jimmy	DD	48.00	48.00	\$50.00	\$2,400.00							\$0.00	\$2,400.00
Cooper, Judy	CK		-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD	7.00	7.00	\$33.00	\$231.00			\$-40.25	\$-21.00			\$-61.25	\$169.75
Gay, Mickey	CK	108.00	108.00	\$50.00	\$5,400.00							\$0.00	\$5,400.00
Guy, Allison	DD		-	\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD	36.00	36.00	\$45.00	\$1,620.00	\$-278.66	\$-39.27					\$-317.93	\$1,302.07
McIntosh, Elizabeth	DD	72.00	72.00	\$38.00	\$2,736.00							\$0.00	\$2,736.00
Norris, Bea Bear	DD	36.00	36.00	\$50.00	\$1,800.00			\$-33.00	\$-23.10			\$-56.10	\$1,743.90
Treadwell, Denise	DD		-	\$50.00	\$0.00							\$0.00	\$0.00
Wilkerson, Benny	DD	48.00	48.00	\$50.00	\$2,400.00	\$-209.00	\$-29.45	\$-73.25	\$-44.10	\$0.00	\$0.00	\$-238.45	\$2,161.55
Totals		355.00	355.00		\$16,587.00	\$-487.66	\$-68.72	\$-73.25	\$-44.10	\$0.00	\$0.00	\$-673.73	\$15,913.27
EAST/PRATTVILLE													
McIntosh, Elizabeth (East)	DD	13.50	13.50	\$38.00	\$513.00							\$0.00	\$513.00
McIntosh, Elizabeth (Prattville)	DD		-	\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (East)	DD	34.00	34.00	\$50.00	\$1,700.00							\$0.00	\$1,700.00
Norris, Bea Bear (Prattville)	DD		-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD		-	\$35.00	\$0.00							\$0.00	\$0.00
Guy, Allison (East)	DD		-	\$35.00	\$0.00							\$0.00	\$0.00
Cooper, Judy (Prattville)	CK		-	\$42.50	\$0.00							\$0.00	\$0.00
Cooper, Judy (East)	CK	24.00	24.00	\$42.50	\$1,020.00							\$0.00	\$1,020.00
Lauderdale, Rick (East)	DD	36.00	36.00	\$45.00	\$1,620.00							\$0.00	\$1,620.00
Wilkerson, Benny (East)	DD	13.00	13.00	\$50.00	\$650.00							\$0.00	\$650.00
Carter, Meloni (Prattville)	DD	9.00	9.00	\$38.00	\$342.00							\$0.00	\$342.00
Crysel, Kimberly (East)	DD	41.00	41.00	\$33.00	\$1,353.00							\$0.00	\$1,353.00
Crysel, Kimberly (Prattville)	DD	34.00	34.00	\$33.00	\$1,122.00							\$0.00	\$1,122.00
Totals		204.50	204.50		\$8,320.00							\$0.00	\$8,320.00
REGULAR SALARY													
Gay, Mickey	DD		-		\$1,000.00								\$1,000.00
Totals					\$1,000.00								\$1,000.00
Total Extender Hours		559.50	559.50		\$25,907.00	\$-487.66	\$-68.72	\$-73.25	\$-44.10	\$0.00	\$0.00	\$-673.73	\$25,233.27

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll Period Ending 3/1/06 - 3/15/06 Paid 3/31/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Cleveland, Jimmy	DD	96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD	5.00	5.00	\$33.00	\$165.00							\$61.25	\$103.75
Gay, Mickey	CK	72.00	72.00	\$50.00	\$3,600.00							\$0.00	\$3,600.00
Guy, Allison	DD	0.00	-	\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD	5.00	5.00	\$45.00	\$225.00							\$317.95	\$-32.95
McIntosh, Elizabeth	DD	48.00	48.00	\$38.00	\$1,824.00							\$0.00	\$1,824.00
Norris, Bea Bear	DD	60.00	60.00	\$50.00	\$3,000.00							\$91.73	\$2,908.27
Treadwell, Denise	DD	24.00	24.00	\$50.00	\$1,200.00							\$0.00	\$1,200.00
Wilkinson, Benny	DD	60.00	60.00	\$50.00	\$3,000.00							\$238.45	\$2,761.55
Totals		370.00	370.00		\$17,814.00							\$-709.38	\$17,104.62
EAST/PRATTVILLE													
McIntosh, Elizabeth (East)	DD	20.00	20.00	\$38.00	\$760.00							\$0.00	\$760.00
McIntosh, Elizabeth (Prattville)	DD	24.00	24.00	\$38.00	\$912.00							\$0.00	\$912.00
Norris, Bea Bear (East)	DD	16.00	16.00	\$50.00	\$800.00							\$0.00	\$800.00
Norris, Bea Bear (Prattville)	DD	-	-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Guy, Allison (East)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Cooper, Judy (Prattville)	CK	12.00	12.00	\$42.50	\$510.00							\$0.00	\$510.00
Cooper, Judy (East)	CK	10.50	10.50	\$42.50	\$446.25							\$0.00	\$446.25
Lauderdale, Rick (East)	DD	89.00	89.00	\$45.00	\$4,005.00							\$0.00	\$4,005.00
Wilkinson, Benny (East)	DD	12.00	12.00	\$50.00	\$600.00							\$0.00	\$600.00
Carter, Meloni (Prattville)	DD	-	-	\$38.00	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (East)	DD	35.00	35.00	\$33.00	\$1,155.00							\$0.00	\$1,155.00
Crysel, Kimberly (Prattville)	DD	31.00	31.00	\$33.00	\$1,023.00							\$0.00	\$1,023.00
Totals		249.50	249.50		\$10,211.25							\$0.00	\$10,211.25
REGULAR SALARY													
Gay, Mickey	DD	-	-		\$0.00							\$0.00	\$0.00
Totals					\$0.00							\$0.00	\$0.00
Total Extender Hours		619.50	619.50		\$28,025.25							\$-709.38	\$27,315.87

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll Period Ending 3/16/06 - 3/31/06 Paid 4/14/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Carter, Meloni	DD	24.00	24.00	\$38.00	\$912.00							\$0.00	\$0.00
Cleveland, Jimmy	DD	48.00	48.00	\$50.00	\$2,400.00							\$0.00	\$2,400.00
Cooper, Judy	CK	0.00	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD	0.00	-	\$33.00	\$0.00							\$0.00	\$0.00
Gay, Mickey	CK	120.00	120.00	\$50.00	\$6,000.00							\$0.00	\$6,000.00
Guy, Allison	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD	24.50	24.50	\$45.00	\$1,102.50	\$209.00	\$29.45					\$238.45	\$1,340.95
McIntosh, Elizabeth	DD	36.00	36.00	\$38.00	\$1,368.00							\$0.00	\$1,368.00
Norris, Bea Bear	DD	28.00	28.00	\$50.00	\$1,400.00							\$0.00	\$1,400.00
Treadwell, Denise	DD	36.00	36.00	\$50.00	\$1,800.00							\$0.00	\$1,800.00
Wilkerson, Benny	DD	84.00	84.00	\$50.00	\$4,200.00							\$0.00	\$4,200.00
Totals		400.50	376.50		\$19,182.50	\$0.00	\$0.00	\$73.25	\$44.10	\$0.00	\$0.00	\$17.35	\$18,153.15
EAST/PRATTVILLE													
McIntosh, Elizabeth (East)	DD	25.00	25.00	\$38.00	\$950.00							\$0.00	\$950.00
McIntosh, Elizabeth (Prattville)	DD	-	-	\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (East)	DD	24.00	24.00	\$50.00	\$1,200.00							\$0.00	\$1,200.00
Norris, Bea Bear (Prattville)	DD	-	-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Guy, Allison (East)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Cooper, Judy (Prattville)	CK	-	-	\$42.50	\$0.00							\$0.00	\$0.00
Cooper, Judy (East)	CK	26.50	26.50	\$42.50	\$1,126.25							\$0.00	\$1,126.25
Lauderdale, Rick (East)	DD	60.50	60.50	\$45.00	\$2,722.50							\$0.00	\$2,722.50
Wilkerson, Benny (East)	DD	12.00	12.00	\$50.00	\$600.00							\$0.00	\$600.00
Carter, Meloni (Prattville)	DD	-	-	\$38.00	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (East)	DD	68.50	68.50	\$33.00	\$2,260.50							\$0.00	\$2,260.50
Crysel, Kimberly (Prattville)	DD	37.00	37.00	\$33.00	\$1,221.00							\$0.00	\$1,221.00
Totals		253.50	253.50		\$10,080.25							\$0.00	\$10,080.25
REGULAR SALARY													
Gay, Mickey	DD	-	-		\$1,000.00							\$0.00	\$1,000.00
Totals		-	-		\$1,000.00							\$0.00	\$1,000.00
Total Extender Hours		654.00	630.00		\$30,262.75	\$0.00	\$0.00	\$73.25	\$44.10	\$0.00	\$0.00	\$17.35	\$29,233.40

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll	Period Ending 4/1/06 - 4/15/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH														
Carter, Meloni	DD				\$45.00	\$0.00								\$0.00
Cleveland, Jimmy	DD		84.00	84.00	\$50.00	\$4,200.00							\$0.00	\$4,200.00
Cooper, Judy	CK		0.00		\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD		0.00		\$33.00	\$0.00			-\$40.25	-\$21.00			-\$61.25	\$0.00
Gay, Mickey	CK		96.00	96.00	\$50.00	\$4,800.00							\$0.00	\$4,800.00
Guy, Allison	DD		0.00		\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD		48.00	48.00	\$45.00	\$2,160.00	-\$209.00	-\$29.45					-\$238.45	\$1,921.55
McIntosh, Elizabeth	DD		48.00	48.00	\$38.00	\$1,824.00							\$0.00	\$1,824.00
Norris, Bea Bear	DD		12.00	12.00	\$50.00	\$600.00			-\$33.00	-\$23.10	-\$57.57		-\$113.67	\$486.33
Treadwell, Denise	DD		0.00		\$50.00	\$0.00							\$0.00	\$0.00
Wilkinson, Benny	DD		68.00	68.00	\$50.00	\$3,400.00	-\$209.00	-\$29.45			-\$9.30		-\$247.75	\$3,152.25
Totals			356.00	356.00		\$16,984.00	-\$418.00	-\$58.90	-\$73.25	-\$44.10	-\$66.87	\$0.00	-\$661.12	\$16,322.88
EAST/PRATTVILLE														
McIntosh, Elizabeth (East)	DD		48.00	48.00	\$38.00	\$1,824.00							\$0.00	\$1,824.00
McIntosh, Elizabeth (Prattville)	DD				\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (East)	DD				\$50.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (Prattville)	DD				\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD				\$35.00	\$0.00							\$0.00	\$0.00
Guy, Allison (East)	DD				\$35.00	\$0.00							\$0.00	\$0.00
Cooper, Judy (Prattville)	CK				\$42.50	\$0.00							\$0.00	\$0.00
Cooper, Judy (East)	CK		29.50	29.50	\$42.50	\$1,253.75							\$0.00	\$1,253.75
Lauderdale, Rick (East)	DD		31.00	31.00	\$45.00	\$1,395.00							\$0.00	\$1,395.00
Wilkinson, Benny (East)	DD		13.50	13.50	\$50.00	\$675.00							\$0.00	\$675.00
Carter, Meloni (Prattville)	DD		9.00	9.00	\$45.00	\$405.00							\$0.00	\$405.00
Crysel, Kimberly (East)	DD		60.00	60.00	\$33.00	\$1,980.00							\$0.00	\$1,980.00
Crysel, Kimberly (Prattville)	DD		12.00	12.00	\$33.00	\$396.00							\$0.00	\$396.00
Totals			203.00	203.00		\$7,928.75							\$0.00	\$7,928.75
REGULAR SALARY														
Gay, Mickey	DD					\$0.00								\$0.00
Totals						\$0.00								\$0.00
Total Extender Hours			559.00	559.00		\$24,912.75	-\$418.00	-\$58.90	-\$73.25	-\$44.10	-\$66.87	\$0.00	-\$661.12	\$24,251.63

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll Period Ending 4/16/06 - 4/30/06 Paid 5/15/06	Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender Net before Taxes
SOUTH													
Carter, Meloni	DD	-	-	\$45.00	\$0.00							\$0.00	\$0.00
Cleveland, Jimmy	DD	80.00	80.00	\$50.00	\$3,000.00							\$0.00	\$3,000.00
Cooper, Judy	CK	-	-	\$42.50	\$0.00							\$0.00	\$0.00
Crysel, Kimberly	DD	-	-	\$33.00	\$0.00			-\$40.25	-\$21.00			-\$61.25	-\$81.25
Gay, Mickey	CK	96.00	96.00	\$35.00	\$4,800.00							\$0.00	\$4,800.00
Guy, Allison	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Lauderdale, Rick	DD	69.50	69.50	\$45.00	\$3,127.50	-\$209.00	-\$29.45					-\$238.45	\$2,889.05
McIntosh, Elizabeth	DD	36.75	36.75	\$38.00	\$1,398.50			-\$33.00	-\$23.10	\$0.00		-\$56.10	\$1,398.50
Norris, Bea Bear	DD	24.00	24.00	\$50.00	\$1,200.00							-\$238.45	\$1,143.90
Pritchett, Chris	DD	-	-	\$20.00	\$0.00	-\$209.00	-\$29.45					-\$238.45	-\$238.45
Treadwell, Denise	DD	-	-	\$50.00	\$0.00	-\$209.00	-\$29.45					-\$238.45	-\$238.45
Wilkerson, Benny	DD	57.00	57.00	\$50.00	\$2,850.00	-\$209.00	-\$29.45	-\$73.25	-\$44.10	\$0.00		-\$332.70	\$2,611.55
Totals		343.25	343.25		\$16,374.00	-\$627.00	-\$88.35	-\$73.25	-\$44.10	\$0.00	\$0.00	-\$832.70	\$15,541.30
EAST/PRATTVILLE													
McIntosh, Elizabeth (East)	DD	37.00	37.00	\$38.00	\$1,406.00							\$0.00	\$1,406.00
McIntosh, Elizabeth (Prattville)	DD	-	-	\$38.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (East)	DD	-	-	\$50.00	\$0.00							\$0.00	\$0.00
Norris, Bea Bear (Prattville)	DD	-	-	\$50.00	\$0.00							\$0.00	\$0.00
Guy, Allison (Prattville)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Guy, Allison (East)	DD	-	-	\$35.00	\$0.00							\$0.00	\$0.00
Cooper, Judy (Prattville)	CK	-	-	\$42.50	\$0.00							\$0.00	\$0.00
Cooper, Judy (East)	CK	24.50	24.50	\$42.50	\$1,041.25							\$0.00	\$1,041.25
Lauderdale, Rick (East)	DD	24.00	24.00	\$45.00	\$1,080.00							\$0.00	\$1,080.00
Wilkerson, Benny (East)	DD	50.50	50.50	\$50.00	\$2,525.00							\$0.00	\$2,525.00
Carter, Meloni (Prattville)	DD	-	-	\$45.00	\$0.00							\$0.00	\$0.00
Crysel, Kimberly (East)	DD	51.50	51.50	\$33.00	\$1,699.50							\$0.00	\$1,699.50
Crysel, Kimberly (Prattville)	DD	24.00	24.00	\$33.00	\$792.00							\$0.00	\$792.00
Pritchett, Chris (East)	DD	-	-	\$20.00	\$0.00							\$0.00	\$0.00
Totals		211.50	211.50		\$8,543.75							\$0.00	\$8,543.75
REGULAR SALARY													
Gay, Mickey	DD	-	-		\$1,000.00								\$1,000.00
Pritchett, Chris	DD	80.00	80.00	\$20.00	\$1,600.00								\$1,600.00
Totals		80.00	80.00		\$2,600.00								\$2,600.00
Total Extender Hours		634.75	634.75		\$27,517.75	-\$627.00	-\$88.35	-\$73.25	-\$44.10	\$0.00	\$0.00	-\$832.70	\$26,685.05

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

Extender Payroll													
Period Ending 5/1/06 - 5/15/06													
Payment Method	Baptist Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Cafeteria Charges	Other Charges	Total Deductions	Extender	
												Net before Taxes	
SOUTH													
Carter, Meloni	DD	-	\$45.00	\$0.00									
Cleveland, Jimmy	DD	84.00	\$50.00	\$4,200.00							\$0.00	\$4,200.00	
Cooper, Judy	CK	-	\$42.50	\$0.00									
Crysel, Kimberly	DD	12.00	\$33.00	\$396.00									
Gay, Mickey	CK	96.00	\$50.00	\$4,800.00									
Guy, Allison	DD	35.00	\$35.00	\$1,225.00									
Lauderdale, Rick	DD	74.00	\$45.00	\$3,330.00									
McIntosh, Elizabeth	DD	24.00	\$38.00	\$912.00									
Norris, Bea Bear	DD	56.00	\$50.00	\$2,800.00									
Pritchett, Chris	DD	12.00	\$40.00	\$480.00									
Treadwell, Denise	DD	-	\$50.00	\$0.00									
Wilkinson, Benny	DD	72.00	\$50.00	\$3,600.00									
Totals	465.00	465.00		\$21,743.00	-\$209.00	-\$29.45	-\$33.00	-\$23.10	\$0.00		\$0.00		
EAST/PRATTVILLE													
McIntosh, Elizabeth (East)	DD	16.50	\$38.00	\$627.00									
McIntosh, Elizabeth (Prattville)	DD	20.00	\$38.00	\$760.00									
Norris, Bea Bear (East)	DD	-	\$50.00	\$0.00									
Norris, Bea Bear (Prattville)	DD	8.00	\$50.00	\$400.00									
Guy, Allison (Prattville)	DD	-	\$35.00	\$0.00									
Guy, Allison (East)	DD	10.00	\$35.00	\$350.00									
Cooper, Judy (Prattville)	CK	-	\$42.50	\$0.00									
Cooper, Judy (East)	CK	48.50	\$42.50	\$2,061.25									
Lauderdale, Rick (East)	DD	-	\$45.00	\$0.00									
Wilkinson, Benny (East)	DD	-	\$50.00	\$0.00									
Carter, Meloni (Prattville)	DD	27.00	\$45.00	\$1,215.00									
Crysel, Kimberly (East)	DD	72.50	\$33.00	\$2,392.50									
Crysel, Kimberly (Prattville)	DD	-	\$33.00	\$0.00									
Pritchett, Chris (East)	DD	51.50	\$40.00	\$2,060.00									
Smith, Steven (East)	DD	10.00	\$40.00	\$400.00									
Treadwell, Denise (East)	DD	22.00	\$50.00	\$1,100.00									
Totals	286.00	286.00		\$11,365.75							\$0.00		
REGULAR SALARY													
Gay, Mickey	DD	-		\$0.00									
Lauderdale, Rick	DD	-		\$150.00									
Pritchett, Chris	DD	-		\$0.00									
Wilkinson, Benny	DD	-		\$150.00									
Totals	-	-		\$300.00									
Total Extender Hours													
	751.00	751.00		\$33,408.75	-\$627.00	-\$88.35	-\$73.25	-\$44.10	\$0.00	\$0.00	-\$332.70	\$28,716.05	

**Start \$1000 raise for Mickey Gay on the 15th checks.
Raise to title him as Director of Mid-Level Provider Documentation

AERAS 0613

Extender Payroll		Period Ending 3/16/08 - 3/31/08	Payment Method	Base/Net Hours	Total Hours	Rate	Extender Subtotal	Health Insurance	Dental Insurance	AFLAC Short-Term Disability	AFLAC Sickness	Criteria Charges	Other Charges	Total Deductions	Extender Net Before Taxes
SOUTH															
Carter, Meloni	DD					\$45.00	\$0.00								\$0.00
Cleveland, Jimmy	DD			56.00	56.00	\$50.00	\$2,800.00							\$0.00	\$2,800.00
Cooper, Judy	CK					\$42.50	\$0.00								\$0.00
Crysel, Kimberly	DD					\$33.00	\$0.00								\$0.00
Guy, Mickey	CK			72.00	72.00	\$35.00	\$2,520.00								\$2,520.00
Guy, Allison	DD			24.00	24.00	\$35.00	\$840.00								\$840.00
Lauderdale, Rick	DD			65.00	65.00	\$45.00	\$2,925.00								\$2,925.00
McIntosh, Elizabeth	DD			60.00	60.00	\$38.00	\$2,280.00								\$2,280.00
Norris, Bea Bear	DD			60.00	60.00	\$35.00	\$2,100.00								\$2,100.00
Pritchett, Chris	DD			60.50	60.50	\$40.00	\$2,420.00								\$2,420.00
Treshwell, Denise	DD					\$50.00	\$0.00								\$0.00
Wilkinson, Benny	DD			68.00	68.00	\$50.00	\$3,400.00								\$3,400.00
SCRIBE HOURS															
Brannon, William	CK			84.00	84.00	\$9.00	\$756.00								\$756.00
Platt, Lauren	DD					\$9.00	\$0.00								\$0.00
TOTALS				84.00	84.00		\$756.00								\$756.00
TOTALS				567.50	567.50		\$22,065.00	\$627.00	\$68.35	\$73.25	\$44.10	\$42.76	\$0.00	\$875.45	\$21,189.54
EAST/PRATTVILLE															
McIntosh, Elizabeth (East)	DD					\$38.00	\$0.00								\$0.00
McIntosh, Elizabeth (Prattville)	DD			10.00	10.00	\$38.00	\$380.00								\$380.00
Norris, Bea Bear (East)	DD			10.00	10.00	\$50.00	\$500.00								\$500.00
Norris, Bea Bear (Prattville)	DD					\$50.00	\$0.00								\$0.00
Guy, Allison (Prattville)	DD					\$35.00	\$0.00								\$0.00
Guy, Allison (East)	DD			40.00	40.00	\$35.00	\$1,400.00								\$1,400.00
Cooper, Judy (Prattville)	CK			12.00	12.00	\$42.50	\$510.00								\$510.00
Cooper, Judy (East)	CK			38.50	38.50	\$42.50	\$1,551.25								\$1,551.25
Lauderdale, Rick (East)	DD					\$45.00	\$0.00								\$0.00
Lauderdale, Rick (Prattville)	DD			24.00	24.00	\$50.00	\$1,200.00								\$1,200.00
Carter, Meloni (Prattville)	DD					\$45.00	\$0.00								\$0.00
Crysel, Kimberly (East)	DD			66.00	66.00	\$33.00	\$2,178.00								\$2,178.00
Crysel, Kimberly (Prattville)	DD					\$33.00	\$0.00								\$0.00
Pritchett, Chris (East)	DD			33.25	33.25	\$40.00	\$1,330.00								\$1,330.00
Smith, Steven (East)	DD			12.00	12.00	\$42.00	\$504.00								\$504.00
Gay, Mickey	DD			12.00	12.00	\$50.00	\$600.00								\$600.00
TOTALS				255.75	255.75		\$10,153.25								\$7,119.25
REGULAR SALARY															
Gay, Mickey	DD						\$1,000.00								\$1,000.00
Lauderdale, Rick	DD						\$0.00								\$0.00
Pritchett, Chris	DD						\$0.00								\$0.00
Wilkinson, Benny	DD						\$1,000.00								\$1,000.00
TOTALS							\$2,000.00								\$2,000.00
Total Extender Hours				823.25	823.25		\$33,973.25	\$627.00	\$68.35	\$73.25	\$44.10	\$42.76	\$0.00	\$875.45	\$32,808.79
Adjustment 3/31/06 Payroll:															
Smith	DD			10.00	10.00	\$2.00	\$20.00								\$20.00
TOTAL							\$33,993.25								\$32,828.79

**Start \$1000 raise for Mickey Gay on the 18th checks.
 Raise to title him as Director of Mid-Level Provider Documentation

AERAS
0947

AERAS 0947

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This *Amendment One* is made this 1st day of July, 2003, by and between ***Baptist Health***, an Alabama non-profit corporation, ***d/b/a Baptist Medical Center South*** (hereinafter "BMCS"), formally d/b/a Baptist Medical Center, Montgomery, Alabama, and ***Alabama Emergency Room Administrative Services, P.C.***, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed as follows:

WITNESSETH

On September 8, 1992, BMCS and AERAS entered into that certain Emergency Room Services Agreement (hereinafter "***Agreement***" with a copy of same being attached hereto and incorporated herein) wherein, AERAS agreed to provide staffing for the emergency department owned, operated and conducted by BMCS in Montgomery, Alabama.

Whereas, AERAS has complied with and fulfilled the terms of its obligations under said ***Agreement*** through the date of its execution of this Amendment;

Whereas, BMCS has complied with and fulfilled the terms of its obligations under said ***Agreement*** through the date of its execution of this Amendment:

The Parties now wish to enter into this Amendment to provide for certain modifications to the said ***Agreement***.

Therefore, BMCS and AERAS hereby enter into this Amendment effective as of the date set forth hereinabove, each acknowledging the consideration given to the other and each acknowledging and agreeing to the sufficiency thereof, agree to be bound as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

a) Paragraph 3.2 is amended to read as follows:

3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Through December 31, 2003, the Fee Schedule attached to the ***Agreement*** as Exhibit "A" shall serve as the basis for AERAS compensation under

Section 3.7 (a) of this Amendment. Effective January 1, 2004, AERAS shall assume responsibility for billing for their professional services and Exhibit "A" shall be null and void. AERAS agrees to participate in major third party payor plans and comply with participating agreements, provided that AERAS has consented and agreed in writing to comply with and participate in such plans prior to the time that AERAS' participation is required.

- b) Paragraph 3.7 is deleted in its entirety and replaced with the following:

Billing and Collection for Services to Patients.

a) BMCS will, through December 31, 2003, be responsible for the billing and collection of all professional fees for services to patients. AERAS will provide sufficient information including diagnosis, professional service code and any other pertinent data to BMCS to enable BMCS to bill patients for services provided by Emergency Physicians. The information supplied to BMCS by AERAS may be released by BMCS for billing purposes.

b) Effective January 1, 2004, AERAS will be responsible for the billing and collection of all professional fees for services to patients. BMCS will provide available demographic and insurance information and a copy of the ER record on said patients along with all other information including diagnosis and other pertinent information necessary to enable AERAS to bill patients for services provided by Emergency Room Physicians. The information supplied to AERAS by BMCS may be released by AERAS for billing purposes.

c) Effective January 1, 2004, BMCS will pay AERAS an annual subsidy of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) payable in equal monthly installments of Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

- c) Paragraph 3.8 "Remuneration" is amended as to the title as follows:

3.8 Remuneration Computation Through December 31, 2003.

The balance of Paragraph 3.8 remains unchanged.

2. Paragraph 4.12(b) is amended to read as follows:

4.12(b) If to BMCS, to: Robin Barca
Senior Vice President/COO
Baptist Health
Post Office Box 244001
Montgomery, Alabama 36124-4001

3. The following new Paragraph 4.18 is added in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Regulations:

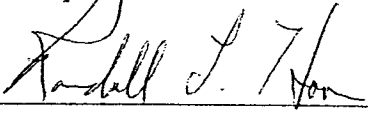
4.18 HIPAA Compliance. AERAS agrees to adhere to all HIPAA Regulations including standards for privacy of individually identifiable health information, and to the modifications thereto. As HIPAA continues to modify regulations, AERAS agrees to adhere to all required standards.

4. This Amendment shall be effective July 1, 2003, notwithstanding the date of execution by the parties hereto.

5. The balance of the Emergency Room Services Agreement dated September 8, 1992, except as amended/modified by this Amendment One shall remain in full force and effect.

6. Confidential Nature of Agreement. This Amendment One and the underlying Emergency Room Services Agreement contain information which has a competitive value and all such information is proprietary and confidential. Both parties agree that without the written consent of the other party, they will not allow or cause disclosure to any third party except those persons (accountants, lawyers, etc.) who have a need to know, and such parties shall be bound by this confidentiality clause as well, or where disclosure is required by law.

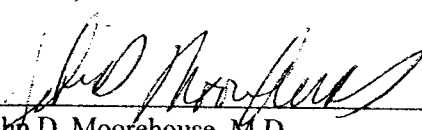
Baptist Health
d/b/a Baptist Medical Center South



Randall L. Hoover
President/CEO

Date: 7/17/03

Alabama Emergency Room Administrative
Services, P.C.



John D. Moorehouse, M.D.
President

Date: 7/18/03

STATE OF ALABAMA

MONTGOMERY COUNTY

EMERGENCY ROOM SERVICES AGREEMENT

This Agreement is entered into by and between Baptist Medical Center, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as "BMC") and Alabama Emergency Room Administrative Services, P.C., an Alabama professional corporation (hereinafter referred to as "AERAS").

WITNESSETH:

BMC operates an Emergency Department located in its facility in Montgomery, Alabama, (hereinafter referred to as "Emergency Department"), which requires the professional medical services of physicians. BMC has determined that in order to insure the proper and efficient operation of the Emergency Department that several objectives must be met, including but not limited to, 24 hour physician coverage, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in recordkeeping, and quality patient care; and,

WHEREAS, AERAS is capable and willing to provide physicians (hereinafter referred to as "Emergency Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the BMC Medical Staff, and receive privileges to practice in the Emergency Department; and, AERAS can assure that the Emergency Physicians they provide shall accept responsibility to provide emergency services in the Emergency Department; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of BMC, and the terms and conditions set forth in this Agreement;

THEREFORE, BMC and AERAS desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the Emergency Department, and agree as follows:

AERAS' COMMITMENTS

1.1 **Physician Staffing.** AERAS shall provide physician staffing for the Emergency Department through duly licensed and qualified Emergency Physicians on a continuous, uninterrupted basis, twenty-four (24) hours each day, seven (7) days each week for the duration of this Agreement. A second physician will be provided during peak patient flow periods on City ER days and at such other times as shall be mutually identified by BMC and AERAS.

AERAS will provide Emergency Physicians who, at a minimum, shall be Board Eligible in Emergency Medicine or Board Eligible/Certified in a primary specialty with experience in emergency medicine. All Emergency Physicians provided by AERAS shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Emergency Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Emergency Physicians furnished by AERAS will provide care to all individuals who present themselves to the Emergency Department in need of service.

AERAS shall maintain a daily log to be kept in the Emergency Department indicating the identity of the physician or physicians on duty and the times they were present. This log shall be open to inspection by BMC at any time.

Every Emergency Department Physician shall be certified in Advanced Cardiac Life Support and shall seek certification in Advanced Trauma Life Support. Emergency Physicians shall not begin rendering services in the Emergency Department until he or she has been fully credentialed by BMC as provided herein.

1.2 Medical Staff Privileges.

(a) Procedure. Each Emergency Physician provided by AERAS shall apply for medical privileges in Emergency Medicine and must obtain approval for appropriate Medical Staff membership in accordance with BMC policies and procedures and the Medical Staff Bylaws, except in unusual or unforeseen circumstances, as described herein. Physician credentials shall be forwarded to BMC by AERAS in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at BMC. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.

(b) Temporary Medical Staff Privileges. Notwithstanding any other provision in this agreement, it is understood that, on occasion, temporary Medical Staff Privileges may be requested by AERAS due to unusual or unforeseen circumstances. In such instances, temporary Medical Staff Privileges may be granted by BMC officials in accordance with Medical Staff Bylaws.

(c) Responsibilities of Emergency Physician. Each Emergency Physician provided by AERAS shall have the same responsibilities as other members of the Medical Staff including attendance at medical staff and committee meetings in accordance with Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of emergency medical services hereunto, AERAS and Emergency Physicians shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of BMC. Neither AERAS nor Emergency Physicians performing services for AERAS under this Agreement, whether said Emergency Physicians be members, partners, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against BMC for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

1.4 Core Group. AERAS shall maintain a stable core group of full-time Emergency Physicians to work in the Emergency Department on a regular basis. Full time Emergency Physicians are expected to live in the area. For good cause, BMC shall have the right to refuse any physician which AERAS proposes to use in the Emergency Department and/or to request the removal of any AERAS Emergency Physician, provided, however, that AERAS has been given adequate notice and an opportunity to cure any problems concerning a particular physician.

1.5 Emergency Medical Director. AERAS shall designate an Emergency Medical Director. The Emergency Medical Director shall, at a minimum, be Board Certified in his/her area of practice and also be Board Eligible in Emergency Medicine. The Emergency Medical Director shall work full time in the Emergency Department and shall devote his/her best efforts to the proper management of Emergency Physicians and the Emergency Department staff as well as the professional and medical issues which involve the Emergency Department. BMC shall have the right to participate in the selection process and approve the individual selected by AERAS as the Medical Director.

The Emergency Medical Director shall be responsible for the following:

- (a) Clinical direction of the Emergency Department.
- (b) Act as a liaison between AERAS and BMC.
- (c) Act as a liaison between the Emergency Physicians and the BMC Medical Staff.
- (d) Attend all Emergency Department section meetings and any medical staff committee meetings to which he/she is assigned.
- (e) Represent the Emergency Department to the community.
- (f) Assist in the coordination of disaster planning.
- (g) Assist in the preparation of the Emergency Department for JCAHO and State Accreditation surveys.
- (h) Review and implement medical protocols for the Emergency Department.
- (i) Coordinate the Quality Assurance Program within the Emergency Department.
- (j) Monitor the quality of care delivered in the Emergency Department in accordance with the BMC Quality Assurance Plan.
- (k) Assist in the education and training on an initial and ongoing basis, of Emergency Department personnel.
- (l) Orient new Emergency Department physicians.
- (m) Coordinate the Emergency Department physicians schedule and publish same.
- (n) Assure continual Emergency Department coverage.
- (o) Work with Medical Staff of Hospital for scheduling an adequate call-in schedule for specialty and sub-specialty physicians.
- (p) Evaluate the performance of physicians working in the Emergency Department.
- (q) Deal with complaints, in conjunction with Nursing staff, ancillary personnel and BMC officials, regarding Emergency Department services and/or incidents of alleged suboptimal performance.
- (r) Coordinate the establishment of Emergency Services at BMC as a fully functional Emergency Department.
- (s) Advise and assist in coordination of public relations and marketing decisions regarding emergency services in the Emergency Department.

1.6 Treatment and Patient Referral. All patients presenting to the Emergency Department will be treated by the Emergency Physician on duty, unless the patient requests to see or has been sent to the Emergency Department by his/her private physician.

When a patient presents to the Emergency Department and requests his/her private physician, all reasonable efforts will be made to contact the private physician. Once contacted, the private physician shall be advised of the patient's presentation to the Emergency Department and their condition/complaints. The private physician shall have the option of coming in to see the patient, or having the Emergency Physician on duty see the patient.

If the patient does not have a private physician, or if the private physician cannot be contacted within a reasonable period of time, or if for any reason the private physician does not assume responsibility for the said patient, then the Emergency Physician shall see the patient. If the patient's condition warrants hospitalization or definitive specialized care, the Emergency Department physician shall refer the patient to the appropriate staff physician on-call, or shall arrange a transfer or referral, as appropriate.

No patient will be triaged out of the Emergency Department without a medical screening examination by the Emergency Physician.

1.7 Admission Privileges. Emergency Physicians will not have admission privileges.

1.8 Non Discrimination. AERAS shall not discriminate against any Emergency Physician applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.

1.9 Personal Expenses. AERAS and Emergency Physicians shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.

1.10 No Authority to Commit BMC. AERAS shall incur no financial obligation on behalf of BMC without prior written approval of BMC.

1.11 Quality and Risk Management. AERAS will provide a continuing review and an annual evaluation of the professional performance of each physician assigned to the BMC Emergency Department pursuant to this Agreement. BMC shall participate in such annual evaluation. Physician evaluations shall be shared with the appropriate BMC committee as part of their peer review process. AERAS will further implement BMC's current hospital quality improvement plan.

1.12 Utilization Review. AERAS will assist in the Utilization Review Program by monitoring admissions to BMC from the Emergency Department and by evaluating the appropriateness of such admissions according to established criteria.

1.13 Staff Education. Emergency Physicians will, without compensation, assist the hospital in providing educational programs for BMC's nursing, physician and ancillary staffs.

1.14 EMS/ALS. AERAS agrees to provide on-line medical direction for all calls made to the Emergency Department by an EMS/ALS unit. The Emergency Physician shall monitor patient data transmitted to the Emergency Department from the ambulance unit via telemetry or other means of communication and provide appropriate medical direction.

1.15 Evaluation. AERAS shall meet with BMC Administration on a quarterly basis to determine the level of attainment of stated goals and to discuss any problem areas, and for review of the operation of the Emergency Department.

1.16 Codes. Emergency Physicians shall be available for all emergencies or "codes" occurring in-house whenever their response will not endanger an Emergency Department patient.

1.17 AERAS and BMC agree to cooperate in resolving all claims and litigation which may arise out of the providing of Emergency Department services by AERAS. Emergency Physicians and/or the Medical Director will personally respond to patient complaints/ problems and as requested by the Emergency Department head nurse.

1.18 Guest Relations. AERAS agrees to work with BMC to stress guest relations techniques and patient satisfaction.

1.19 BMC Employee Injuries. AERAS agrees to treat BMC's employees with work related injuries (i.e., workman's compensation cases) at no cost to BMC and where appropriate, to refer employees to physician specialists designated by BMC.

1.20 Marketing. AERAS agrees to make reasonable efforts to support, participate in, and submit input into BMC's marketing program.

BMC COMMITMENTS

2.1 Facilities and Supplies. BMC shall make available during the term of this Agreement the space designated for the Emergency Department and such equipment as is required for the proper operation and conduct of the Emergency Department. BMC shall provide said Emergency Department with utilities, housekeeping, laundry and other supplies for the proper and efficient operation of the department. The supplies necessary will be determined by the Medical Director and BMC Administration. AERAS shall inform BMC of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.

2.2 Transcription of Records. BMC will provide a transcription of all dictated medical records of patients treated by AERAS on a timely basis.

2.3 X-Ray. BMC shall make a reasonable effort to provide a dedicated x-ray procedure room and to provide an x-ray technician for Emergency Department use.

2.4 Lab. BMC shall provide a phlebotomist for the Emergency Department, to work a schedule mutually agreed to by the Emergency Medical Director and BMC.

2.5 Telephone. BMC shall make a reasonable effort to install a remote phone system for On-Line Medical Control for pre-hospital care.

2.6 Patient Monitoring. BMC shall establish dedicated patient monitoring for blood pressure, pulse, EKG, and oxygen saturation.

2.7 Personnel.

- (a) All non-physician personnel required for the proper operation of the Emergency Department shall be employed or assigned by BMC. Salaries, benefits, hours of work, job descriptions and responsibilities, and personnel policies shall be established by BMC. All Emergency Department personnel shall be trained and qualified in emergency medicine services and shall be capable of performing their

assigned responsibilities. All salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character shall be, and remain, the responsibility and obligation of BMC.

- (b) Nursing Staff. BMC will make a reasonable effort to have all full time Emergency Department registered nurses ACLS and TNCC (Trauma Nurse Care Curriculum) certified. BMC nursing shall work with Emergency Department physicians following established emergency care protocols.

2.8 Physician Room. BMC shall make available a room within the Emergency Department, containing a bed, lockers, desk, lamp, telephone, television, video machine, dictation equipment, and a personal computer terminal to access the Micromedex data base.

2.9 Assurance. During the term of this Agreement, BMC shall not contract with any other physicians or entities for the services performed by Emergency Physicians assigned to BMC through AERAS and this Agreement.

FEES, BILLING, COLLECTION AND REMUNERATION

3.1 Definitions. For the purpose of this section, the following definitions shall apply:

- (a) Services to Patients: Those services of Emergency Physicians which:
- (i) are personally furnished to a patient by Emergency Physicians.
 - (ii) contribute directly to the diagnosis or treatment of the patient; and
 - (iii) ordinarily require performance by a physician.
- (b) Services to Hospital: Those services of AERAS and/or Emergency Physicians which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in BMC; e.g., administrative and supervisory services shall be performed at no charge to BMC.

3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Unless changed by mutual written agreement of the parties, the fee schedule attached to this Agreement as Exhibit "A" shall serve as the basis for AERAS's compensation under Section 3.7 of this Agreement. AERAS agrees to participate in major third party payor plans and comply with participation agreements.

3.3 HMO's, PPO's, Workman's Comp., Etc. AERAS agrees to work with BMC in providing care through the Emergency Department for enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with BMC to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups. Any participation by AERAS or its subcontractor physicians will be subject to AERAS' approval.

3.4 Cooperation with TEFRA Regulations. AERAS shall comply with those provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect BMC's reimbursement. AERAS shall do nothing, knowingly, which would adversely affect such reimbursement or BMC's Medicare/Medicaid provider status.

3.5 Changes in the Law or Regulations. AERAS and BMC hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation under the Medicare program. Should these limits or any other federal law or regulation affecting reimbursement for BMC or for AERAS under this Agreement be significantly changed during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.

3.6 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of AERAS to compensation from BMC pursuant to Section 3.7 shall end as of the effective date of such termination, and BMC shall distribute to AERAS the sum, if any, due and owing for services rendered by AERAS as of the effective date of said termination and shall pay said sum within fifteen (15) days after the termination date.

3.7 Billing and Collection for Services to Patients. BMC shall be responsible for the billing and collection of all professional fees for Services to Patients. AERAS shall provide sufficient information including diagnosis, professional service code and any other pertinent data to BMC to enable BMC to bill Patients for services provided by Emergency Physicians. The information supplied to BMC by AERAS may be released by BMC for billing purposes.

3.8 Remuneration.

(a) City E.D. Days. BMC will remit to AERAS 59% of the gross professional charges billed from the fee schedule attached as Exhibit A.

(b) Non-City E.D. Days. BMC will remit to AERAS 59% of the gross professional charges billed from the attached fee schedule, with a minimum guaranteed hourly rate of \$85.00 per hour.

(c) Accounting. BMC shall render an accounting and make payment to AERAS for respective fees owed AERAS for services rendered to patients no longer than 10 days following the end of each month.

GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, AERAS shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If AERAS carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, AERAS agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific

performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The Emergency Department shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over BMC. Emergency Department practices shall be in compliance with the policies and regulations of BMC, the applicable standards of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

4.4 Liability Insurance. During the term of this agreement, AERAS agrees that it and its Emergency Physicians who provide services in the Emergency Department will be covered by professional liability insurance in the amount of One Million Dollars (\$1,000,000.) single limit each incident, and Three Million Dollars (\$3,000,000.) annual aggregate. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to BMC. AERAS shall furnish BMC with prompt written notice of cancellation or material change in its insurance coverage. Upon termination of this Agreement, AERAS shall purchase the Optional Extension Period Coverage, or similar "tail" policy, available to it under its professional liability insurance policy contemplated by this section. AERAS shall include in its agreement with its subcontracting physicians a requirement that such physicians purchase the Optional Extension Period Coverage upon termination of their services at BMC under this Agreement, however, AERAS shall not be liable to BMC or third parties for the failure of its subcontracting physicians to obtain such coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to BMC.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

4.9 Acts of God. BMC is not obligated to compensate AERAS for services during periods in which AERAS is not performing its responsibilities under the Agreement because the Department is closed due to an Act of God.

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. All notices and other communications hereunder shall be in writing and shall be deemed sufficiently given if delivered personally, transmitted by facsimile which the sender's facsimile machine indicates has been sent (in the case of an addressee whose facsimile number is supplied), sent by Federal Express or similar courier, or mailed by registered or certified mail (return receipt requested), charges or postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to AERAS, to:

AERAS
Attention: John D. Moorehouse, M.D.
4160 Carmichael Road, Suite 101
Montgomery, Alabama 36106
Fax: 205-272-1046

(b) if to BMC, to:

William C. Bentley, Senior Vice President
Baptist Medical Center
2105 East South Boulevard
P. O. Box 11010
Montgomery, Alabama 36111-0010

Unless otherwise provided, notices shall be effective on the earlier of (x) actual delivery, (y) the date of transmission, if by facsimile, or (z) as applicable, either (i) the first business day following the date of deposit with a qualified courier service or (ii) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

4.13 Term. The term of this Agreement shall be one (1) year, automatically renewable for a like term at the end of each term unless sooner terminated by either party.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty (180) days written notice given by one party to the other.

4.15 Rights. No parties other than AERAS and BMC have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

4.17 Effective Date. This Agreement shall be in effect as of the date of execution of both parties.

BAPTIST MEDICAL CENTER

By: William C. Bentley
William C. Bentley
Senior Vice President
Baptist Medical Center

Date: 9/8/92

Witness:

Cathy G. Garner

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: John D. Moorehouse
John D. Moorehouse, M.D.
President
A.E.R.A.S.

Date: 8/28/92

Jeanie M. Shaw

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This *Amendment One* is made this 1st day of July, 2003, by and between ***Baptist Health***, an Alabama non-profit corporation, ***d/b/a Baptist Medical Center South*** (hereinafter "BMCS"), formally d/b/a Baptist Medical Center, Montgomery, Alabama, and ***Alabama Emergency Room Administrative Services, P.C.***, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed as follows:

WITNESSETH

On September 8, 1992, BMCS and AERAS entered into that certain Emergency Room Services Agreement (hereinafter "***Agreement***") with a copy of same being attached hereto and incorporated herein) wherein, AERAS agreed to provide staffing for the emergency department owned, operated and conducted by BMCS in Montgomery, Alabama.

Whereas, AERAS has complied with and fulfilled the terms of its obligations under said ***Agreement*** through the date of its execution of this Amendment;

Whereas, BMCS has complied with and fulfilled the terms of its obligations under said ***Agreement*** through the date of its execution of this Amendment:

The Parties now wish to enter into this Amendment to provide for certain modifications to the said ***Agreement***.

Therefore, BMCS and AERAS hereby enter into this Amendment effective as of the date set forth hereinabove, each acknowledging the consideration given to the other and each acknowledging and agreeing to the sufficiency thereof, agree to be bound as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

a) Paragraph 3.2 is amended to read as follows:

3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Through December 31, 2003, the Fee Schedule attached to the ***Agreement*** as Exhibit "A" shall serve as the basis for AERAS compensation under

Section 3.7 (a) of this Amendment. Effective January 1, 2004, AERAS shall assume responsibility for billing for their professional services and Exhibit "A" shall be null and void. AERAS agrees to participate in major third party payor plans and comply with participating agreements, provided that AERAS has consented and agreed in writing to comply with and participate in such plans prior to the time that AERAS' participation is required.

- b) Paragraph 3.7 is deleted in its entirety and replaced with the following:

Billing and Collection for Services to Patients.

a) BMCS will, through December 31, 2003, be responsible for the billing and collection of all professional fees for services to patients. AERAS will provide sufficient information including diagnosis, professional service code and any other pertinent data to BMCS to enable BMCS to bill patients for services provided by Emergency Physicians. The information supplied to BMCS by AERAS may be released by BMCS for billing purposes.

b) Effective January 1, 2004, AERAS will be responsible for the billing and collection of all professional fees for services to patients. BMCS will provide available demographic and insurance information and a copy of the ER record on said patients along with all other information including diagnosis and other pertinent information necessary to enable AERAS to bill patients for services provided by Emergency Room Physicians. The information supplied to AERAS by BMCS may be released by AERAS for billing purposes.

c) Effective January 1, 2004, BMCS will pay AERAS an annual subsidy of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) payable in equal monthly installments of Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

- c) Paragraph 3.8 "Remuneration" is amended as to the title as follows:

3.8 Remuneration Computation Through December 31, 2003.

The balance of Paragraph 3.8 remains unchanged.

2. Paragraph 4.12(b) is amended to read as follows:

4.12(b) If to BMCS, to: Robin Barca
Senior Vice President/COO
Baptist Health
Post Office Box 244001
Montgomery, Alabama 36124-4001

3. The following new Paragraph 4.18 is added in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Regulations:

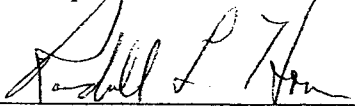
4.18 HIPAA Compliance. AERAS agrees to adhere to all HIPAA Regulations including standards for privacy of individually identifiable health information, and to the modifications thereto. As HIPAA continues to modify regulations, AERAS agrees to adhere to all required standards.

4. This Amendment shall be effective July 1, 2003, notwithstanding the date of execution by the parties hereto.

5. The balance of the Emergency Room Services Agreement dated September 8, 1992, except as amended/modified by this Amendment One shall remain in full force and effect.

6. Confidential Nature of Agreement. This Amendment One and the underlying Emergency Room Services Agreement contain information which has a competitive value and all such information is proprietary and confidential. Both parties agree that without the written consent of the other party, they will not allow or cause disclosure to any third party except those persons (accountants, lawyers, etc.) who have a need to know, and such parties shall be bound by this confidentiality clause as well, or where disclosure is required by law.

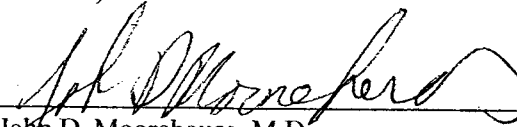
Baptist Health
d/b/a Baptist Medical Center South



Randall L. Hoover
President/CEO

Date: 7/17/03

Alabama Emergency Room Administrative
Services, P.C.



John D. Moorehouse, M.D.
President

Date: 7/18/03

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This *Amendment One* is made this 1st day of July, 2003, by and between **Baptist Health**, an Alabama non-profit corporation, *d/b/a Baptist Medical Center South* (hereinafter "BMCS"), formally d/b/a Baptist Medical Center, Montgomery, Alabama, and **Alabama Emergency Room Administrative Services, P.C.**, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed as follows:

WITNESSETH

On September 8, 1992, BMCS and AERAS entered into that certain Emergency Room Services Agreement (hereinafter "*Agreement*") with a copy of same being attached hereto and incorporated herein) wherein, AERAS agreed to provide staffing for the emergency department owned, operated and conducted by BMCS in Montgomery, Alabama.

Whereas, AERAS has complied with and fulfilled the terms of its obligations under said *Agreement* through the date of its execution of this Amendment;

Whereas, BMCS has complied with and fulfilled the terms of its obligations under said *Agreement* through the date of its execution of this Amendment:

The Parties now wish to enter into this Amendment to provide for certain modifications to the said *Agreement*.

Therefore, BMCS and AERAS hereby enter into this Amendment effective as of the date set forth hereinabove, each acknowledging the consideration given to the other and each acknowledging and agreeing to the sufficiency thereof, agree to be bound as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

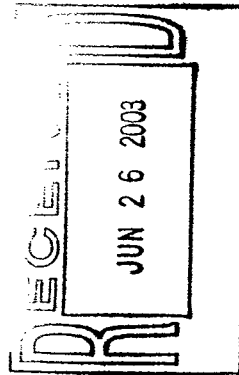
a) Paragraph 3.2 is amended to read as follows:

3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Through December 31, 2003, the Fee Schedule attached to the *Agreement* as Exhibit "A" shall serve as the basis for AERAS compensation under



Baptist Health

PO Box 244001
Montgomery, AL 36124-4001



John Moorehouse, M.D.
**Alabama Emergency Room Administrative
Services, P.C.**
4160 Carmichael Road
Montgomery, Alabama 36106

AERAS 0965

B. Blaine Brown, III
General Counsel



Baptist Health

301 Brown Springs Road
PO Box 244001
Montgomery, AL 36124-4001
Tel 334-273-4410
Fax: 334-273-4422

June 25, 2003

John Moorehouse, M.D.
Alabama Emergency Room Administrative Services, P.C.
4160 Carmichael Road
Montgomery, Alabama 36106

Re: Amendment to Emergency Room Services Agreement

Dear Dr. Moorehouse:

Pursuant to Mr. Hoover's request, I have enclosed an Amendment One to the existing "Emergency Room Services Agreement." If you have no questions or problems with same, please execute both copies and return them to me for execution by Mr. Hoover. Following execution, I will return a signed original for your records. Should you have any questions, please contact Mr. Hoover at 273-4400.

Sincerely,



B. Blaine Brown, III
General Counsel

BBBIII/bh

Enclosures/as stated

AERAS 0966

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This ***Amendment One*** is made this ____ day of June, 2003, by and between ***Baptist Health***, an Alabama non-profit corporation, ***d/b/a Baptist Medical Center South*** (hereinafter "BMCS"), formally d/b/a Baptist Medical Center, Montgomery, Alabama, and ***Alabama Emergency Room Administrative Services, P.C.***, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed to amend that Agreement as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

- a) Paragraph 3.2 is amended to read as follows:

3.2 Fee Schedule. The parties shall maintain a mutually agreed upon schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. AERAS agrees to participate in major third party payor plans and comply with participation agreements.

- b) Paragraph 3.6 is deleted in its entirety.

- c) Paragraph 3.7 "Billing and Collection for Services to Patients" is amended to read as follows:

3.7 Billing and Collection for Services to Patients. AERAS shall be responsible for the billing and collection of all professionals fees for Services to Patients. BMCS shall make available to AERAS such information/documentation as shall be necessary to accomplish billing and collection services.

- d) Paragraph 3.8 is deleted in its entirety and is replaced with the following:

3.8 Subsidy to be Paid by BMCS. BMCS shall pay an annual subsidy of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), payable in equal monthly installments of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month. Said subsidy is intended to cover the services at BMCS, Baptist Medical Center East and Prattville Baptist Hospital, and as such shall

render null and void any subsidy language contained in those separate Agreements.

e. To add numbered Paragraph 3.9 to read as follows:

3.9 Identification/Handling of Non-Emergent Patients Presenting to the ER's. The parties hereto recognize the intent of Baptist Health hospital facilities to provide care to all patients presenting to their ER's with an emergent medical condition, notwithstanding their ability to pay for said care. At the same time, the parties hereto likewise recognize the inappropriate use of ER facilities for non-emergent medical conditions. Baptist Health has policies and procedures regarding the disposition/handling of patients presenting with non-emergent conditions. AERAS agrees to follow Baptist Health's policies and procedures and to assist Baptist Health in dealing with these patients.

Because of the impact of any failure to follow the aforementioned policies and procedures the parties agree as follows:

(1) That in each month of this Agreement, Baptist Health shall randomly review cases from the ER's for the prior month.

(2) Should there be a failure rate on following Baptist Health's procedures in excess of _____ percent of the cases reviewed for any month, then the subsidy payment as set forth in Paragraph 3.8 for the next month will be forfeited.

2. Paragraph 4.12(b) is amended to read as follows:

4.12(b) If to BMCS, to: Robin Barca
Senior Vice President/COO
Baptist Health
Post Office Box 244001
Montgomery, Alabama 36124-4001

3. This Amendment One shall be effective July 1, 2003, notwithstanding the date of execution by the parties hereto.

4. The balance of the Emergency Room Services Agreement dated September 8, 1992, except as amended/modified by this Amendment One shall remain in full force and effect.

5. Confidential Nature of Agreement. This Amendment One and the underlying Emergency Room Services Agreement contain information which has a competitive value and all such information is proprietary and confidential. Both parties agree that without the written consent of the other party, they will not allow or cause disclosure to any third party except those persons (accountants, lawyers, etc.) who have a need to know, and such parties shall be bound by this confidentiality clause as well, or where disclosure is required by law.

***Baptist Health
d/b/a Baptist Medical Center South***

***Alabama Emergency Room Administrative
Services, P.C.***

Randall L. Hoover
President/CEO

John D. Moorehouse, M.D.
President

Date: _____

Date: _____

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This *Amendment One* is made this ____ day of June, 2003, by and between ***Baptist Health***, an Alabama non-profit corporation, ***d/b/a Baptist Medical Center South*** (hereinafter "BMCS"), formally d/b/a Baptist Medical Center, Montgomery, Alabama, and ***Alabama Emergency Room Administrative Services, P.C.***, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed to amend that Agreement as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

- a) Paragraph 3.2 is amended to read as follows:

3.2 Fee Schedule. The parties shall maintain a mutually agreed upon schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. AERAS agrees to participate in major third party payor plans and comply with participation agreements.

- b) Paragraph 3.6 is deleted in its entirety.

- c) Paragraph 3.7 "Billing and Collection for Services to Patients" is amended to read as follows:

3.7 Billing and Collection for Services to Patients. AERAS shall be responsible for the billing and collection of all professionals fees for Services to Patients. BMCS shall make available to AERAS such information/documentation as shall be necessary to accomplish billing and collection services.

- d) Paragraph 3.8 is deleted in its entirety and is replaced with the following:

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(1) That in each month of this Agreement, Baptist Health shall randomly review cases from the ER's for the prior month.

(2) Should there be a failure rate on following Baptist Health's procedures in excess of _____ percent of the cases reviewed for any month, then the subsidy payment as set forth in Paragraph 3.8 for the next month will be forfeited.

2. Paragraph 4.12(b) is amended to read as follows:

4.12(b) If to BMCS, to: Robin Barca
Senior Vice President/COO
Baptist Health
Post Office Box 244001
Montgomery, Alabama 36124-4001

3. This Amendment One shall be effective July 1, 2003, notwithstanding the date of execution by the parties hereto.

4. The balance of the Emergency Room Services Agreement dated September 8, 1992, except as amended/modified by this Amendment One shall remain in full force and effect.

5. Confidential Nature of Agreement. This Amendment One and the underlying Emergency Room Services Agreement contain information which has a competitive value and all such information is proprietary and confidential. Both parties agree that without the written consent of the other party, they will not allow or cause disclosure to any third party except those persons (accountants, lawyers, etc.) who have a need to know, and such parties shall be bound by this confidentiality clause as well, or where disclosure is required by law.

***Baptist Health
d/b/a Baptist Medical Center South***

***Alabama Emergency Room Administrative
Services, P.C.***

Randall L. Hoover
President/CEO

John D. Moorehouse, M.D.
President

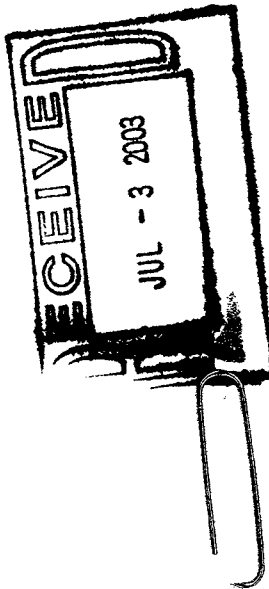
Date: _____

Date: _____

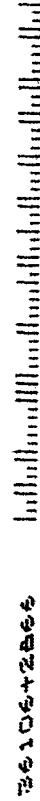


Baptist Health

PO Box 244001
Montgomery, AL 36124-4001



John Moorehouse, M.D.
Alabama Emergency Room Administrative
Services, P.C.
4160 Carmichael Road
Montgomery, Alabama 36106





Randall L. Hoover
President and
Chief Executive Officer

Baptist Health

301 Brown Springs Road
PO Box 244001
Montgomery, AL 36124-4001
Tel.: 334-273-4400
Fax: 334-273-4407

July 1, 2003

John Moorehouse, M.D.
Alabama Emergency Room Administrative Services, P.C.
4160 Carmichael Road
Montgomery, Alabama 36106

Re: Amendment to Emergency Room Services Agreement

Dear John:

I am in receipt of your letter of June 27, 2003, and the proposed Amendment to the Emergency Room Services Agreement. Your proposed changes have been reviewed and are basically acceptable. The only change that we will require will be in regards to the subsidy to be paid by BMCS. That subsidy will have to be paid on a monthly basis in installments of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) per month. We are not agreeable to a one time payment as you proposed.

I have attached a revised draft Amendment for your review. It contains some housecleaning amendments as well to insure that we covered all appropriate areas in the original Agreement, including HIPAA.

If you have any questions after reviewing same, please call me.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Hoover", written over a horizontal line.

Randall L. Hoover
President/CEO

RLH/bh

Enclosures/as stated

AERAS 0974

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This *Amendment One* is made this 1 day of July, 2003, by and between **Baptist Health**, an Alabama non-profit corporation, *d/b/a Baptist Medical Center South* (hereinafter "BMCS"), formally d/b/a Baptist Medical Center, Montgomery, Alabama, and **Alabama Emergency Room Administrative Services, P.C.**, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed as follows:

WITNESSETH

On September 8, 1992, BMCS and AERAS entered into that certain Emergency Room Services Agreement (hereinafter "*Agreement*" with a copy of same being attached hereto and incorporated herein) wherein, AERAS agreed to provide staffing for the emergency department owned, operated and conducted by BMCS in Montgomery, Alabama.

Whereas, AERAS has complied with and fulfilled the terms of its obligations under said *Agreement* through the date of its execution of this Amendment;

Whereas, BMCS has complied with and fulfilled the terms of its obligations under said *Agreement* through the date of its execution of this Amendment:

The Parties now wish to enter into this Amendment to provide for certain modifications to the said *Agreement*.

Therefore, BMCS and AERAS hereby enter into this Amendment effective as of the date set forth hereinabove, each acknowledging the consideration given to the other and each acknowledging and agreeing to the sufficiency thereof, agree to be bound as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

a) Paragraph 3.2 is amended to read as follows:

3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Through December 31, 2003, the Fee Schedule attached to the *Agreement* as Exhibit "A" shall serve as the basis for AERAS compensation under

Section 3.7 (a) of this Amendment. Effective January 1, 2004, AERAS shall assume responsibility for billing for their professional services and Exhibit "A" shall be null and void. AERAS agrees to participate in major third party payor plans and comply with participating agreements.

- b) Paragraph 3.7 is deleted in its entirety and replaced with the following:

Billing and Collection for Services to Patients.

a) BMCS will, through December 31, 2003, be responsible for the billing and collection of all professional fees for services to patients. AERAS will provide sufficient information including diagnosis, professional service code and any other pertinent data to BMCS to enable BMCS to bill patients for services provided by Emergency Physicians. The information supplied to BMCS by AERAS may be released by BMCS for billing purposes.

b) Effective January 1, 2004, AERAS will be responsible for the billing and collection of all professional fees for services to patients. BMCS will provide available demographic and insurance information and a copy of the ER record on said patients to enable AERAS to bill for services provided by Emergency Physicians. The information supplied to AERAS by BMCS may be released by AERAS for billing purposes.

c) Effective January 1, 2004, BMCS will pay AERAS an annual subsidy of Three Hundred Thousand and 00/100 Dollars (\$300,000.00) payable in equal monthly installments of Twenty Five Thousand and 00/100 Dollars (\$25,000.00).

- c) Paragraph 3.8 "Remuneration" is amended as to the title as follows:

3.8 Remuneration Computation Through December 31, 2003.

The balance of Paragraph 3.8 remains unchanged.

2. Paragraph 4.12(b) is amended to read as follows:

4.12(b) If to BMCS, to: Robin Barca
Senior Vice President/COO
Baptist Health
Post Office Box 244001
Montgomery, Alabama 36124-4001

3. The following new Paragraph 4.18 is added in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Regulations:

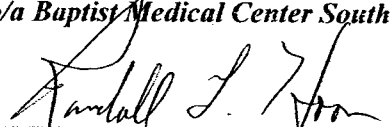
4.18 HIPAA Compliance. AERAS agrees to adhere to all HIPAA Regulations including standards for privacy of individually identifiable health information, and to the modifications thereto. As HIPAA continues to modify regulations, AERAS agrees to adhere to all required standards.

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6. Confidential Nature of Agreement. This Amendment One and the underlying Emergency Room Services Agreement contain information which has a competitive value and all such information is proprietary and confidential. Both parties agree that without the written consent of the other party, they will not allow or cause disclosure to any third party except those persons (accountants, lawyers, etc.) who have a need to know, and such parties shall be bound by this confidentiality clause as well, or where disclosure is required by law.

Baptist Health
d/b/a Baptist Medical Center South



Randall L. Hoover
President/CEO

Date: 7/1/03

Alabama Emergency Room Administrative
Services, P.C.

John D. Moorehouse, M.D.
President


Date: _____



MEMORANDUM

Confidential – Attorney Work Product

TO: Jeannie Shaw
AERAS

FROM: Blaine Brown 

DATE: July 18, 2003

SUBJECT: Amendment to ER Services Agreement

I have enclosed two (2) copies of the Amendment modified to include your requested additions and the subsidy language. Upon reflection, I decided not to have the version your office sent over executed, less there be questions etc.

Thank you for your help.

AERAS 0978

AERAS

PrimeCare

July 16, 2003

HAND DELIVER

Mr. Randall Hoover, CEO
Baptist Health
301 Brown Spring Road
Montgomery, AL 36117


Re: Amendment to Emergency Room Services, Agreement

Dear Randy:

I am returning two signed originals of above referenced Amendment for execution with your signature. You will also find enclosed a redlined copy highlighting the changes made. Upon signing the agreement, please contact our office and we will be happy to come by to pick up our copy.

I look forward to continuing a successful relationship with you and Baptist Health. As always, please call if you have any questions.

Sincerely,



John D. Moorehouse, MD, FACEP
President

Enclosures

Cc: Robin Barca
Blaine Brown

Emergency Medicine
& Urgent Care

4160 Carmichael Road
Suite 104
Montgomery, AL 36106

(334) 272-1050
800-825-7421 *Toll-free*
(334) 271-7698 *Fax*

www.aeras.com Website

AERAS 0979



July 16, 2003

HAND DELIVER

Mr. Randall Hoover, CEO
Baptist Health
301 Brown Spring Road
Montgomery, AL 36117

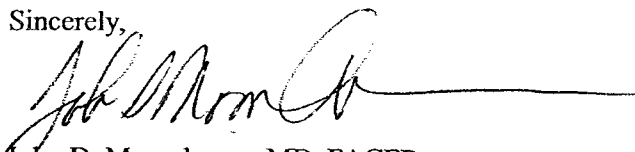
Re: Amendment to Emergency Room Services, Agreement

Dear Randy:

I am returning two signed originals of above referenced Amendment for execution with your signature. You will also find enclosed a redlined copy highlighting the changes made. Upon signing the agreement, please contact our office and we will be happy to come by to pick up our copy.

I look forward to continuing a successful relationship with you and Baptist Health. As always, please call if you have any questions.

Sincerely,



John D. Moorehouse, MD, FACEP
President

Enclosures

Cc: Robin Barca
Blaine Brown

**Emergency Medicine
& Urgent Care**

4160 Carmichael Road
Suite 104
Montgomery, AL 36106

(334) 272-1050
800-825-7421 *Toll-free*
(334) 271-7698 *Fax*

www.aeras.com Website

AERAS 0980

relined

State of Alabama)
 :
Montgomery County)

AMENDMENT ONE

This *Amendment One* is made this ____ day of July, 2003, by and between *Baptist Health*, an Alabama non-profit corporation, *d/b/a Baptist Medical Center South* (hereinafter "BMCS"), formerly d/b/a Baptist Medical Center, Montgomery, Alabama, and *Alabama Emergency Room Administrative Services, P.C.*, an Alabama professional corporation (hereinafter referred to as "AERAS"), for the purpose of amending that "Emergency Room Services Agreement" dated September 8, 1992. The parties hereto have agreed as follows:

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Whereas, AERAS has complied with and fulfilled the terms of its obligations under said *Agreement* through the date of its execution of this Amendment;

Whereas, BMCS has complied with and fulfilled the terms of its obligations under said *Agreement* through the date of its execution of this Amendment:

The Parties now wish to enter into this Amendment to provide for certain modifications to the said *Agreement*.

Therefore, BMCS and AERAS hereby enter into this Amendment effective as of the date set forth hereinabove, each acknowledging the consideration given to the other and each acknowledging and agreeing to the sufficiency thereof, agree to be bound as follows:

1. Section Three, "Fees, Billing, Collection and Remuneration" is amended as follows:

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3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Through December 31, 2003, the Fee Schedule attached to the *Agreement* as Exhibit "A"

shall serve as the basis for AERAS compensation under Section 3.7 (a) of this Amendment. Effective January 1, 2004, AERAS shall assume responsibility for billing for their professional services and Exhibit "A" shall be null and void. AERAS agrees to participate in major third party payor plans and comply with participating agreements ~~provided that AERAS has consented and agreed in writing to comply with and participate in such plan prior to the time that AERAS participation is required.~~

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- c) Paragraph 3.8 "Remuneration" is amended as to the title as follows:

3.8 Remuneration Computation Through December 31, 2003.

The balance of Paragraph 3.8 remains unchanged.

2. Paragraph 4.12(b) is amended to read as follows:

4.12(b) If to BMCS, to: Robin Barca
Senior Vice President/COO
Baptist Health
Post Office Box 244001
Montgomery, Alabama 36124-4001

3. The following new Paragraph 4.18 is added in compliance with Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Regulations:

4.18 HIPAA Compliance. AERAS agrees to adhere to all HIPAA Regulations including standards for privacy of individually identifiable health information, and to the modifications thereto. As HIPAA continues to modify regulations, AERAS agrees to adhere to all required standards.

4. This Amendment shall be effective July 1, 2003, notwithstanding the date of execution by the parties hereto.

5. The balance of the Emergency Room Services Agreement dated September 8, 1992, except as amended/modified by this Amendment One shall remain in full force and effect.

6. Confidential Nature of Agreement. This Amendment One and the underlying Emergency Room Services Agreement contain information which has a competitive value and all such information is proprietary and confidential. Both parties agree that without the written consent of the other party, they will not allow or cause disclosure to any third party except those persons (accountants, lawyers, etc.) who have a need to know, and such parties shall be bound by this confidentiality clause as well, or where disclosure is required by law.

*Baptist Health
d/b/a Baptist Medical Center South*

*Alabama Emergency Room Administrative
Services, P.C.*

Randall L. Hoover
President/CEO

John D. Moorehouse, M.D.
President

Date: _____

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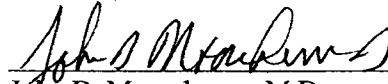
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d/b/a Baptist Medical Center South

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Date: _____

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State of Alabama)
 :
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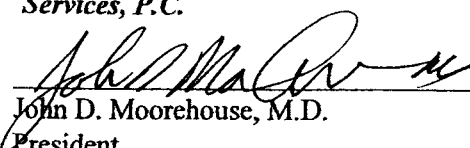
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SCHOOL OF
MEDICINE

Montgomery Internal Medicine Residency Program

Returned to
beerie

4-8-03

(145)

IMMEDIATE ATTENTION REQUESTED

March 25, 2003

MEMORANDUM

COPY

TO: All Clinical Faculty Physicians

FROM: W. J. Many, Jr., M.D.
Program Director

Wick Many

RE: ACGME and HIPAA

The deadline for meeting the HIPAA privacy guidelines is on April 14, 2003. Recently the HHS made a ruling that the ACGME is a "covered entity" and as such must have Business Associate Agreements in place with all training facilities and physicians. Therefore each of our clinical faculty physicians is required to sign the enclosed agreement and return it as quickly as possible to meet the April 14th deadline. Also enclosed is the letter from the ACGME concerning the ruling from the HHS.

For those of you whose entire practice participates in our residency program, only one agreement is required between your practice and the ACGME. Please have one of your physicians sign the agreement on behalf of the entire practice.

Someone in our office will pick up the signed agreements in order to expedite this process. Please contact Valerie Jordan, Business Officer and HIPAA Compliance Officer, at 284-5211, ext. 259 to make these arrangements. Thank you for your immediate attention to this matter.

Enclosures:

- (1) ACGME Letter
- (2) ACGME Business Associate Agreement

4371 Narrow Lane Road, Ste 200
334.284.5211
Fax 334.284.9020
Toll Free 1.888.467.0765
www.uabmontgomery.org

The University of
Alabama at Birmingham
Mailing Address:
4371 NARROW LANE ROAD
MONTGOMERY AL 36116

AERAS 0993



Montgomery Internal Medicine Residency Program

ACGME BUSINESS ASSOCIATE AGREEMENT

This Agreement governs the provision of Protected Health Information (PHI) (as defined in 45 C.F.R. §164.501) by **Alabama Emergency Room Physicians, PC** (Covered Entity) to Accreditation Council for Graduate Medical Education (Accrediting Entity or ACGME) for its use and disclosure in accrediting all graduate medical education programs conducted in whole or in part in Covered Entity facilities. The accreditation process for all graduate medical education programs is described in the "Manual of Policy and Procedures for ACGME Residency Review Committees" on the ACGME web site at www.acgme.org, and in documents referenced therein.

Whereas, Accrediting Entity provides certain accreditation-related services to the Covered Entity and, in connection with the provision of those services, the Covered Entity discloses to Accrediting Entity PHI that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 (HIPAA);

Whereas, **Alabama Emergency Room Physicians, PC** is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule");

Whereas, the accrediting entity, as a recipient of PHI from Covered Entity, is a "Business Associate" of the Covered Entity as the term "Business Associate" is defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements at 45 C.F.R. §§164.502(e), 164.504(e), and as may be amended.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms have the same meanings as set forth in the Privacy Rule.

4371 Narrow Lane Road, Ste 200
334.284.5211
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The University of
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Mailing Address:
4371 NARROW LANE ROAD
MONTGOMERY AL 36116

AERAS 0994

2. Scope of Use and Disclosure by Accrediting Entity of Protected Health Information

A. Accrediting Entity shall be permitted to make Use and Disclosure of PHI that is disclosed to it by Covered Entity as necessary to perform its obligations under Accrediting Entity's established policies, procedures and requirements.

B. Unless otherwise limited herein, in addition to any other Uses and/or Disclosures permitted or authorized by this Agreement or required by law, Accrediting Entity may:

(1) use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Accrediting Entity;

(2) disclose the PHI in its possession to a third party for the purpose of Accrediting Entity's proper management and administration or to fulfill any legal responsibilities of Accrediting Entity; provided, however, that the disclosures are Required By Law or Accrediting Entity has received from the third party written assurances that (a) the information will be held confidentially and used or further disclosed only as Required By Law or for the purposes for which it was disclosed to the third party; and (b) the third party will notify the Accrediting Entity of any instances of which it becomes aware in which the confidentiality of the information has been breached;

(3) engage in Data Aggregation activities, consistent with the Privacy Rule; and

(4) de-identify any and all PHI created or received by Accrediting Entity under this Agreement; provided, that the de-identification conforms to the requirements of the Privacy Rule.

3. Obligations of Accrediting Entity. In connection with its Use and Disclosure of PHI, Accrediting Entity agrees that it will:

A. Use or further disclose PHI only as permitted or required by this Agreement or as required by law;

B. Use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

C. To the extent practicable, mitigate any harmful effect that is known to Accrediting Entity of a use or disclosure of PHI by Accrediting Entity in violation of this Agreement;

- D. Promptly report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which Accrediting Entity becomes aware;
- E. Require contractors or agents to whom Accrediting Entity provides PHI to agree to the same restrictions and conditions that apply to Accrediting Entity pursuant to this Agreement;
- F. Make available to the Secretary of Health and Human Services Accrediting Entity's internal practices, books and records relating to the Use or Disclosure of PHI for purposes of determining Covered Entity's compliance with the Privacy Rule, subject to any applicable legal privileges;
- G. Within (15) days of receiving a request from Covered Entity, make available the information necessary for Covered Entity to make an accounting of Disclosures of PHI about an individual in a Designated Record Set;
- H. Within ten (10) days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set necessary for Covered Entity to respond to individuals' requests for access to PHI about them that is not in the possession of Covered Entity;
- I. Within fifteen (15) days of receiving a written request from Covered Entity incorporate any amendments or corrections to the PHI in a Designated Record Set in accordance with the Privacy Rule;
- J. Not make any Disclosures of PHI that Covered Entity would be prohibited from making.

4. Obligations of Covered Entity. Covered Entity agrees that it:

- A. Has included, and will include, in Covered Entity's Notice of Privacy Practices required by the Privacy Rule that Covered Entity may disclose PHI for health care operations purposes;
- B. Has obtained, and will obtain, from Individuals any consents, authorizations and other permissions necessary or required by laws applicable to Covered Entity for Accrediting Entity and Covered Entity to fulfill their obligations under this Agreement;
- C. Will promptly notify Accrediting Entity in writing of any restrictions on the Use and Disclosure of PHI about Individuals that Covered Entity has agreed

to that may affect Accrediting Entity's ability to perform its obligations under this Agreement;

- D. Will promptly notify Accrediting Entity in writing of any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes or revocation may affect Accrediting Entity's ability to perform its obligations under this Agreement.

5. Termination.

A. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Accrediting Entity, Covered Entity shall either:

- (1) provide an opportunity for Accrediting Entity to cure the breach or end the violation and terminate this Agreement if Accrediting Entity does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) immediately terminate this Agreement if Accrediting Entity has breached a material term of this Agreement and cure is not possible; or
- (3) if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

B. Automatic Termination. This Agreement will automatically terminate upon the cessation of Covered Entity's conducting accredited activities in all Covered Entity facilities.

C. Effect of Termination.

(1) Termination of this Agreement will result in cessation of Covered Entity's conducting accredited activities in all Covered Entity facilities.

(2) Upon termination of this Agreement, Accrediting Entity will return or destroy all PHI received from Covered Entity or created or received by Accrediting Entity on behalf of Covered Entity that Accrediting Entity still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Accrediting Entity will extend the protections of this Agreement to the PHI and limit further Use and Disclosure to those purposes that make the return or destruction of the information infeasible.

6. Amendment. Accrediting Entity and Covered Entity agree to take such action as is necessary to amend this Agreement for Covered Entity to comply with the requirements of the Privacy Rule or other applicable law.

7. Survival. The obligations of Accrediting Entity under section 5.C.(2) of this Agreement shall survive any termination of this Agreement.

8. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Other Applicable Law. This Agreement does not, and is not intended to, abrogate any responsibilities of the parties under any other applicable law.

10. Effective Date. This Agreement shall be effective on the date of execution by Covered Entity.

Alabama Emergency Room Physicians, PC

Name Of Covered Entity

By: 

Name: PAUL K. TANAKA, MD

Title: VICE PRESIDENT

Date: 4-7-03

ACGME

By: 

Name: David C. Leach, M.D.

Title: Executive Director

Date: 02/17/2003

ACGME 6 Digit Sponsoring

Institution Number

01-0498 – University of Alabama Hospital

AERAS 0998



March 13, 2003 (Revised)

Accreditation Council
for Graduate Medical
Education

515 N. State St., Suite 2000
Chicago, IL 60610
(312) 464-4920
FAX: (312) 464-4098

To: Designated Institutional Officials of ACGME Accredited Programs

From: David C. Leach, M.D., Executive Director, ACGME

Subject: HIPAA Compliance

As you may be aware, the Privacy Rule promulgated by the U.S. Department of Health and Human Services (HHS) under the Health Insurance Portability and Accountability Act (HIPAA) requires each covered health care provider to enter into a "business associate" agreement with an accrediting agency before the covered health care provider may provide the accrediting agency with access to the provider's "Protected Health Information" (PHI) during accreditation activities.

During the rule-making process, ACGME and other accrediting agencies urged HHS to place accreditation in a Privacy Rule category that does not require business associate agreements. ACGME argued (1) that it already maintains and enforces a confidentiality policy relating to information disclosed during the accreditation process, including PHI, and (2) that, as it is headquartered in Illinois, it is subject to the Illinois peer review statute, which makes it a misdemeanor to disclose, in violation of the statute, information obtained during the accreditation process. These arguments failed to persuade HHS, and accrediting agencies are business associates under the Privacy Rule.

As ACGME does require access to PHI on occasion during its accreditation activities, ACGME intends to enter into business associate agreements with each of its sponsoring institutions and clinical sites that is a "covered entity" under the Privacy Rule.

To accomplish this, ACGME has created one standard form business associate agreement for use with each sponsoring institution, participating institution, and clinical site (form business associate agreement available on ACGME website).

Member Organizations

American Board of Medical
Specialties
Suite 404
1007 Church Street
Evanston, IL 60201

American Hospital Association
One North Franklin
Chicago, IL 60606

American Medical Association
515 North State Street
Chicago, IL 60610

Association of American
Medical Colleges
2450 N Street N.W.
Washington, D.C. 20037

Council of Medical
Specialty Societies
Suite M
51 Sherwood Terrace
Lake Bluff, IL 60044-2232

The form is the same as the single business associate agreement that ACGME is about to enter into with the Veterans Health Administration (VHA) for all VHA facilities, and which VHA intends to use with all of its educational and non-educational accrediting agencies. The form is patterned after the form business associate agreement used by the Joint Commission on Accreditation of Healthcare Organizations. Use of a form agreement is consistent with the December 3, 2002 Privacy Rule "guidance" issued by HHS. HHS/OCR has approved the concept of VHA's entering into one business associate agreement with ACGME, because, although VHA facilities at various locations are sponsors and/or clinical sites of ACGME accredited residency programs, VHA is one, unitary covered entity. It is ACGME's understanding that this concept applies, not just to VHA, but to any one, unitary covered entity with multiple facilities.

AERAS 0999

Utilizing this standard form agreement ensures the following:

- A sponsoring institution of one or more programs will have only one business associate agreement with ACGME;
- A sponsoring institution of one or more programs that is also a participating institution or clinical site of one or more other programs will have only one business associate agreement with ACGME;
- A participating institution of one or more programs that is also a sponsoring institution or clinical site of one or more other programs will have only one business associate agreement with ACGME; and
- A clinical site of one or more programs that is also a sponsoring institution or participating institution of one or more other programs will have only one business associate agreement with ACGME.

In order for ACGME to enter into business associate agreements with all sponsoring institutions, participating institutions, and clinical sites that are "covered entities" under the Privacy Rule, the following needs to happen:

- The Designated Institutional Official for each sponsoring institution will be responsible for obtaining ACGME business associate agreements executed by the sponsoring institution, all co-sponsors, all participating institutions, and all clinical sites of all programs that the sponsoring institution sponsors (this is limited to "covered entities;" see paragraph immediately following these bullet points);
- The Designated Institutional Official will send ACGME the business associate agreement executed by the sponsoring institution to ACGME;
- The Designated Institutional Official will be responsible for executing and sending to ACGME a representation that all "covered entity" co-sponsors, participating institutions, and clinical sites of all programs that the institution sponsors have executed ACGME business associate agreements, and that each new "covered entity" co-sponsor, participating institution and clinical site will execute an ACGME business associate agreement (only one representation form needs to be submitted to ACGME, but the representation states that, as new "covered entity" co-sponsors, participating institutions, and clinical sites are added, they will execute ACGME business associate agreements); and
- ACGME business associate agreements with co-sponsors, participating institutions and clinical sites will be maintained by each sponsoring institution, with ACGME access on site visits or otherwise.

A sponsoring institution, participating institution or clinical site may determine (1) that, in such role, it is not a covered entity under the Privacy Rule, and (2) that it is unnecessary for it to enter into a business associate agreement with ACGME in order for it to give ACGME accreditation access to any PHI in its control subject to the confidentiality and other provisions of ACGME policies and procedures. In this case,

a business associate agreement between ACGME and a sponsoring institution, participating institution or clinical site is unnecessary.

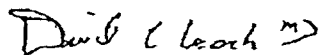
ACGME requires that the Designated Institutional Official send two documents. (1) an executed ACGME business associate agreement from the sponsoring institution and (2) a signed representation form, to ACGME on or before April 14, 2003. Both of these forms are available on the ACGME website. These should be addressed to HIPAA Compliance office, Accreditation Council for Graduate Medical Education, 515 N. State Street, Suite 2000, Chicago, Illinois, 60610. Upon ACGME receipt of both the executed business associate agreement and the executed representation form, an email confirming receipt of same will be sent to the Designated Institutional Official of the sponsoring institution. PLEASE ONLY RETURN THE TWO DOCUMENTS REQUESTED.

The ACGME focus in this endeavor is its ability to perform its accreditation function. If, after April 14, 2003, the lack of a business associate agreement from a sponsoring institution, participating institution or clinical site impedes this ability, relating to a site visit, the resident Case logs, or otherwise, this will be brought to the attention of the RRC or IRC, as appropriate. The RRC or IRC will then determine the course of action to take, up to and including adverse accreditation action.

Questions can be sent to hipaa@acgme.org, or visit the ACGME website, under HIPAA AGREEMENTS for frequently asked questions.

ACGME thanks you all for your assistance in this important compliance endeavor.

Sincerely,



David C. Leach, M.D.
ACGME
Executive Director

STATE OF ALABAMA

MONTGOMERY COUNTY

EMERGENCY ROOM SERVICES AGREEMENT

This Agreement is entered into by and between Baptist Medical Center, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as "BMC") and Alabama Emergency Room Administrative Services, P.C., an Alabama professional corporation (hereinafter referred to as "AERAS").

WITNESSETH:

BMC operates an Emergency Department located in its facility in Montgomery, Alabama, (hereinafter referred to as "Emergency Department"), which requires the professional medical services of physicians. BMC has determined that in order to insure the proper and efficient operation of the Emergency Department that several objectives must be met, including but not limited to, 24 hour physician coverage, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in recordkeeping, and quality patient care; and,

WHEREAS, AERAS is capable and willing to provide physicians (hereinafter referred to as "Emergency Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the BMC Medical Staff, and receive privileges to practice in the Emergency Department; and, AERAS can assure that the Emergency Physicians they provide shall accept responsibility to provide emergency services in the Emergency Department; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of BMC, and the terms and conditions set forth in this Agreement;

THEREFORE, BMC and AERAS desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the Emergency Department, and agree as follows:

AERAS' COMMITMENTS

1.1 Physician Staffing. AERAS shall provide physician staffing for the Emergency Department through duly licensed and qualified Emergency Physicians on a continuous, uninterrupted basis, twenty-four (24) hours each day, seven (7) days each week for the duration of this Agreement. A second physician will be provided during peak patient flow periods on City ER days and at such other times as shall be mutually identified by BMC and AERAS.

AERAS will provide Emergency Physicians who, at a minimum, shall be Board Eligible in Emergency Medicine or Board Eligible/Certified in a primary specialty with experience in emergency medicine. All Emergency Physicians provided by AERAS shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Emergency Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Emergency Physicians furnished by AERAS will provide care to all individuals who present themselves to the Emergency Department in need of service.

AERAS shall maintain a daily log to be kept in the Emergency Department indicating the identity of the physician or physicians on duty and the times they were present. This log shall be open to inspection by BMC at any time.

Every Emergency Department Physician shall be certified in Advanced Cardiac Life Support and shall seek certification in Advanced Trauma Life Support. Emergency Physicians shall not begin rendering services in the Emergency Department until he or she has been fully credentialed by BMC as provided herein.

1.2 Medical Staff Privileges.

(a) Procedure. Each Emergency Physician provided by AERAS shall apply for medical privileges in Emergency Medicine and must obtain approval for appropriate Medical Staff membership in accordance with BMC policies and procedures and the Medical Staff Bylaws, except in unusual or unforeseen circumstances, as described herein. Physician credentials shall be forwarded to BMC by AERAS in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at BMC. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.

(b) Temporary Medical Staff Privileges. Notwithstanding any other provision in this agreement, it is understood that, on occasion, temporary Medical Staff Privileges may be requested by AERAS due to unusual or unforeseen circumstances. In such instances, temporary Medical Staff Privileges may be granted by BMC officials in accordance with Medical Staff Bylaws.

(c) Responsibilities of Emergency Physician. Each Emergency Physician provided by AERAS shall have the same responsibilities as other members of the Medical Staff including attendance at medical staff and committee meetings in accordance with Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of emergency medical services hereunto, AERAS and Emergency Physicians shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of BMC. Neither AERAS nor Emergency Physicians performing services for AERAS under this Agreement, whether said Emergency Physicians be members, partners, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against BMC for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind. Emph

1.4 Core Group. AERAS shall maintain a stable core group of full-time Emergency Physicians to work in the Emergency Department on a regular basis. Full time Emergency Physicians are expected to live in the area. For good cause, BMC shall have the right to refuse any physician which AERAS proposes to use in the Emergency Department and/or to request the removal of any AERAS Emergency Physician, provided, however, that AERAS has been given adequate notice and an opportunity to cure any problems concerning a particular physician.

1.5 Emergency Medical Director. AERAS shall designate an Emergency Medical Director. The Emergency Medical Director shall, at a minimum, be Board Certified in his/her area of practice and also be Board Eligible in Emergency Medicine. The Emergency Medical Director shall work full time in the Emergency Department and shall devote his/her best efforts to the proper management of Emergency Physicians and the Emergency Department staff as well as the professional and medical issues which involve the Emergency Department. BMC shall have the right to participate in the selection process and approve the individual selected by AERAS as the Medical Director.

The Emergency Medical Director shall be responsible for the following:

- (a) Clinical direction of the Emergency Department. *Hosp. Dir.*
- (b) Act as a liaison between AERAS and BMC.
- (c) Act as a liaison between the Emergency Physicians and the BMC Medical Staff. *Hosp. Dir. or Patients*
- (d) Attend all Emergency Department section meetings and any medical staff committee meetings to which he/she is assigned. *critical care*
- (e) Represent the Emergency Department to the community. *Hosp. Dir.*
- (f) Assist in the coordination of disaster planning. *Hosp. Dir.*
- (g) Assist in the preparation of the Emergency Department for JCAHO and State Accreditation surveys. *Hosp. Dir.*
- (h) Review and implement medical protocols for the Emergency Department. *Hosp. Dir. Prim*
- (i) Coordinate the Quality Assurance Program within the Emergency Department. *Hosp. Dir.*
- (j) Monitor the quality of care delivered in the Emergency Department in accordance with the BMC Quality Assurance Plan.
- (k) Assist in the education and training on an initial and ongoing basis, of Emergency Department personnel.
- (l) Orient new Emergency Department physicians.
- (m) Coordinate the Emergency Department physicians schedule and publish same.
- (n) Assure continual Emergency Department coverage.
- (o) Work with Medical Staff of Hospital for scheduling an adequate call-in schedule for specialty and sub-specialty physicians.
- (p) Evaluate the performance of physicians working in the Emergency Department.
- (q) Deal with complaints, in conjunction with Nursing staff, ancillary personnel and BMC officials, regarding Emergency Department services and/or incidents of alleged suboptimal performance.
- (r) Coordinate the establishment of Emergency Services at BMC as a fully functional Emergency Department.
- (s) Advise and assist in coordination of public relations and marketing decisions regarding emergency services in the Emergency Department.

1.6 Treatment and Patient Referral. All patients presenting to the Emergency Department will be treated by the Emergency Physician on duty, unless the patient requests to see or has been sent to the Emergency Department by his/her private physician.

When a patient presents to the Emergency Department and requests his/her private physician, all reasonable efforts will be made to contact the private physician. Once contacted, the private physician shall be advised of the patient's presentation to the Emergency Department and their condition/complaints. The private physician shall have the option of coming in to see the patient, or having the Emergency Physician on duty see the patient.

If the patient does not have a private physician, or if the private physician cannot be contacted within a reasonable period of time, or if for any reason the private physician does not assume responsibility for the said patient, then the Emergency Physician shall see the patient. If the patient's condition warrants hospitalization or definitive specialized care, the Emergency Department physician shall refer the patient to the appropriate staff physician on-call, or shall arrange a transfer or referral, as appropriate.

No patient will be triaged out of the Emergency Department without a medical screening examination by the Emergency Physician.

1.7 Admission Privileges. Emergency Physicians will not have admission privileges.

1.8 Non Discrimination. AERAS shall not discriminate against any Emergency Physician applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.

1.9 Personal Expenses. AERAS and Emergency Physicians shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.

1.10 No Authority to Commit BMC. AERAS shall incur no financial obligation on behalf of BMC without prior written approval of BMC.

1.11 Quality and Risk Management. AERAS will provide a continuing review and an annual evaluation of the professional performance of each physician assigned to the BMC Emergency Department pursuant to this Agreement. BMC shall participate in such annual evaluation. Physician evaluations shall be shared with the appropriate BMC committee as part of their peer review process. AERAS will further implement BMC's current hospital quality improvement plan.

1.12 Utilization Review. AERAS will assist in the Utilization Review Program by monitoring admissions to BMC from the Emergency Department and by evaluating the appropriateness of such admissions according to established criteria.

1.13 Staff Education. Emergency Physicians will, without compensation, assist the hospital in providing educational programs for BMC's nursing, physician and ancillary staffs.

1.14 EMS/ALS. AERAS agrees to provide on-line medical direction for all calls made to the Emergency Department by an EMS/ALS unit. The Emergency Physician shall monitor patient data transmitted to the Emergency Department from the ambulance unit via telemetry or other means of communication and provide appropriate medical direction.

1.15 Evaluation. AERAS shall meet with BMC Administration on a quarterly basis to determine the level of attainment of stated goals and to discuss any problem areas, and for review of the operation of the Emergency Department.

1.16 Codes. Emergency Physicians shall be available for all emergencies or "codes" occurring in-house whenever their response will not endanger an Emergency Department patient.

1.17 AERAS and BMC agree to cooperate in resolving all claims and litigation which may arise out of the providing of Emergency Department services by AERAS. Emergency Physicians and/or the Medical Director will personally respond to patient complaints/ problems and as requested by the Emergency Department head nurse.

1.18 Guest Relations. AERAS agrees to work with BMC to stress guest relations techniques and patient satisfaction.

1.19 BMC Employee Injuries. AERAS agrees to treat BMC's employees with work related injuries (i.e., workman's compensation cases) at no cost to BMC and where appropriate, to refer employees to physician specialists designated by BMC.

1.20 Marketing. AERAS agrees to make reasonable efforts to support, participate in, and submit input into BMC's marketing program.

BMC COMMITMENTS

2.1 Facilities and Supplies. BMC shall make available during the term of this Agreement the space designated for the Emergency Department and such equipment as is required for the proper operation and conduct of the Emergency Department. BMC shall provide said Emergency Department with utilities, housekeeping, laundry and other supplies for the proper and efficient operation of the department. The supplies necessary will be determined by the Medical Director and BMC Administration. AERAS shall inform BMC of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.

2.2 Transcription of Records. BMC will provide a transcription of all dictated medical records of patients treated by AERAS on a timely basis.

2.3 X-Ray. BMC shall make a reasonable effort to provide a dedicated x-ray procedure room and to provide an x-ray technician for Emergency Department use.

2.4 Lab. BMC shall provide a phlebotomist for the Emergency Department, to work a schedule mutually agreed to by the Emergency Medical Director and BMC.

2.5 Telephone. BMC shall make a reasonable effort to install a remote phone system for On-Line Medical Control for pre-hospital care.

2.6 Patient Monitoring. BMC shall establish dedicated patient monitoring for blood pressure, pulse, EKG, and oxygen saturation.

2.7 Personnel.

- (a) All non-physician personnel required for the proper operation of the Emergency Department shall be employed or assigned by BMC. Salaries, benefits, hours of work, job descriptions and responsibilities, and personnel policies shall be established by BMC. All Emergency Department personnel shall be trained and qualified in emergency medicine services and shall be capable of performing their

assigned responsibilities. All salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character shall be, and remain, the responsibility and obligation of BMC.

- (b) Nursing Staff. BMC will make a reasonable effort to have all full time Emergency Department registered nurses ACLS and TNCC (Trauma Nurse Care Curriculum) certified. BMC nursing shall work with Emergency Department physicians following established emergency care protocols.

2.8 Physician Room. BMC shall make available a room within the Emergency Department, containing a bed, lockers, desk, lamp, telephone, television, video machine, dictation equipment, and a personal computer terminal to access the Micromedex data base.

2.9 Assurance. During the term of this Agreement, BMC shall not contract with any other physicians or entities for the services performed by Emergency Physicians assigned to BMC through AERAS and this Agreement.

FEES, BILLING, COLLECTION AND REMUNERATION

3.1 Definitions. For the purpose of this section, the following definitions shall apply:

- (a) Services to Patients: Those services of Emergency Physicians which:
 - (i) are personally furnished to a patient by Emergency Physicians.
 - (ii) contribute directly to the diagnosis or treatment of the patient; and
 - (iii) ordinarily require performance by a physician.
- (b) Services to Hospital: Those services of AERAS and/or Emergency Physicians which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in BMC; e.g., administrative and supervisory services shall be performed at no charge to BMC.

3.2 Fee Schedule. The parties shall maintain a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Unless changed by mutual written agreement of the parties, the fee schedule attached to this Agreement as Exhibit "A" shall serve as the basis for AERAS's compensation under Section 3.7 of this Agreement. AERAS agrees to participate in major third party payor plans and comply with participation agreements.

3.3 HMO's, PPO's, Workman's Comp., Etc. AERAS agrees to work with BMC in providing care through the Emergency Department for enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with BMC to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups. Any participation by AERAS or its subcontractor physicians will be subject to AERAS' approval.

3.4 Cooperation with TEFRA Regulations. AERAS shall comply with those provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect BMC's reimbursement. AERAS shall do nothing, knowingly, which would adversely affect such reimbursement or BMC's Medicare/Medicaid provider status.

3.5 Changes in the Law or Regulations. AERAS and BMC hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation under the Medicare program. Should these limits or any other federal law or regulation affecting reimbursement for BMC or for AERAS under this Agreement be significantly changed during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.

3.6 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of AERAS to compensation from BMC pursuant to Section 3.7 shall end as of the effective date of such termination, and BMC shall distribute to AERAS the sum, if any, due and owing for services rendered by AERAS as of the effective date of said termination and shall pay said sum within fifteen (15) days after the termination date.

3.7 Billing and Collection for Services to Patients. BMC shall be responsible for the billing and collection of all professional fees for Services to Patients. AERAS shall provide sufficient information including diagnosis, professional service code and any other pertinent data to BMC to enable BMC to bill Patients for services provided by Emergency Physicians. The information supplied to BMC by AERAS may be released by BMC for billing purposes.

3.8 Remuneration.

(a) City E.D. Days. BMC will remit to AERAS 59% of the gross professional charges billed from the fee schedule attached as Exhibit A.

(b) Non-City E.D. Days. BMC will remit to AERAS 59% of the gross professional charges billed from the attached fee schedule, with a minimum guaranteed hourly rate of \$85.00 per hour.

(c) Accounting. BMC shall render an accounting and make payment to AERAS for respective fees owed AERAS for services rendered to patients no longer than 10 days following the end of each month.

GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, AERAS shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If AERAS carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, AERAS agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific

performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The Emergency Department shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over BMC. Emergency Department practices shall be in compliance with the policies and regulations of BMC, the applicable standards of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

4.4 Liability Insurance. During the term of this agreement, AERAS agrees that it and its Emergency Physicians who provide services in the Emergency Department will be covered by professional liability insurance in the amount of One Million Dollars (\$1,000,000.) single limit each incident, and Three Million Dollars (\$3,000,000.) annual aggregate. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to BMC. AERAS shall furnish BMC with prompt written notice of cancellation or material change in its insurance coverage. Upon termination of this Agreement, AERAS shall purchase the Optional Extension Period Coverage, or similar "tail" policy, available to it under its professional liability insurance policy contemplated by this section. AERAS shall include in its agreement with its subcontracting physicians a requirement that such physicians purchase the Optional Extension Period Coverage upon termination of their services at BMC under this Agreement, however, AERAS shall not be liable to BMC or third parties for the failure of its subcontracting physicians to obtain such coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to BMC.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

4.9 Acts of God. BMC is not obligated to compensate AERAS for services during periods in which AERAS is not performing its responsibilities under the Agreement because the Department is closed due to an Act of God.

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. All notices and other communications hereunder shall be in writing and shall be deemed sufficiently given if delivered personally, transmitted by facsimile which the sender's facsimile machine indicates has been sent (in the case of an addressee whose facsimile number is supplied), sent by Federal Express or similar courier, or mailed by registered or certified mail (return receipt requested), charges or postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(a) if to AERAS, to:

AERAS
Attention: John D. Moorehouse, M.D.
4160 Carmichael Road, Suite 101
Montgomery, Alabama 36106
Fax: 205-272-1046

(b) if to BMC, to:

William C. Bentley, Senior Vice President
Baptist Medical Center
2105 East South Boulevard
P. O. Box 11010
Montgomery, Alabama 36111-0010

Unless otherwise provided, notices shall be effective on the earlier of (x) actual delivery, (y) the date of transmission, if by facsimile, or (z) as applicable, either (i) the first business day following the date of deposit with a qualified courier service or (ii) the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

4.13 Term. The term of this Agreement shall be one (1) year, automatically renewable for a like term at the end of each term unless sooner terminated by either party.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty (180) days written notice given by one party to the other.

4.15 Rights. No parties other than AERAS and BMC have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

4.17 Effective Date. This Agreement shall be in effect as of the date of execution of both parties.

BAPTIST MEDICAL CENTER

By: William C. Bentley
William C. Bentley
Senior Vice President
Baptist Medical Center

Date: 9/8/92

Witness:

Cathy L. Garner

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: John D. Moorehouse
John D. Moorehouse, M.D.
President
A.E.R.A.S.

Date: 8/28/92

Jeannie M. Shaw

STATE OF ALABAMA

MONTGOMERY COUNTY

EMERGENCY DEPARTMENT SERVICES AGREEMENT

This Agreement is entered into by and between Baptist Medical Center d/b/a Baptist Medical Center Downtown, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as "BMCD") and Alabama Emergency Room Administrative Services, P.C., an Alabama professional corporation (hereinafter referred to as "AERAS").

WITNESSETH:

BMCD operates an Emergency Department located in its acute care hospital facility in Montgomery, Alabama, (hereinafter referred to as "Emergency Department"), which requires the professional medical services of physicians. BMCD has determined that in order to ensure the proper and efficient operation of the Emergency Department that several objectives must be met, including but not limited to, 24 hour physician coverage, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in record keeping, and quality patient care; and,

WHEREAS, AERAS is capable and willing to provide physicians (hereinafter referred to as "Emergency Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the BMCD Medical Staff, and receive privileges to practice in the Emergency Department; and, AERAS can assure that the Emergency Physicians they provide shall accept responsibility to provide professional medical services in the Emergency Department; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of BMCD, and the terms and conditions set forth in this Agreement;

THEREFORE, BMCD and AERAS desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the Emergency Department, and agree as follows:

AERAS' COMMITMENTS

1.1 Physician Staffing. AERAS shall provide physician staffing for the Emergency Department through duly licensed and qualified Emergency Physicians on a continuous, uninterrupted basis, twenty-four (24) hours each day, seven (7) days each week for the duration of this Agreement.

AERAS will provide Emergency Physicians who shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical

standards and in accordance with the rules and regulations of the American College of Emergency Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Emergency Physicians furnished by AERAS will provide care to all individuals who present themselves to the Emergency Department in need of service.

AERAS shall maintain a daily log to be kept in the Emergency Department indicating the identity of the physician or physicians on duty and the times they were present. This log shall be open to inspection by BMCD at any time.

Every Emergency Room Physician shall be certified in Advanced Cardiac Life Support and shall seek certification in Advanced Trauma Life Support. Emergency Physicians shall not begin rendering services in the Emergency Department until he or she has been fully credentialed by BMCD.

1.2 Medical Staff Privileges

(a) Procedure. Each Emergency Physician provided by AERAS shall apply for medical privileges in Emergency Medicine and must obtain approval for appropriate Medical Staff membership in accordance with BMCD policies and procedures and the Medical Staff Bylaws, except in unusual or unforeseen circumstances, as described herein. Physician credentials shall be forwarded to BMCD by AERAS in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at BMCD. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.

(b) Responsibilities of Emergency Physicians. Each Emergency Physician provided by AERAS shall have the same responsibilities as other members of the Medical Staff including attendance at Medical Staff and Committee meetings in accordance with the Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of emergency medical services hereunto, AERAS and Emergency Physicians shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of BMCD. Neither AERAS nor Emergency Physicians performing services for AERAS under this Agreement, whether said Emergency Physicians be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against BMCD for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

1.4 Core Group. AERAS shall maintain a stable core group of full-time Emergency Physicians to work in the Emergency Department on a regular basis. Full-time Emergency Physicians are expected to live in the area. For good cause, BMCD shall have the right to refuse any physician which AERAS proposes to use in the Emergency Department and/or to request the

removal of any AERAS Emergency Physician, provided, however, that AERAS has been given at least thirty (30) days notice and an opportunity to cure any problems concerning a particular Physician.

1.5 Emergency Medical Director. AERAS shall designate an Emergency Medical Director. The Emergency Medical Director shall, at a minimum, be Board Certified in his/her area of practice and also be Board Eligible in Emergency Medicine. The Emergency Medical Director shall work full time in the Emergency Department and shall devote his/her best efforts to the proper management of Emergency Physicians and the professional and medical issues which involve the Emergency Department. BMCD shall have the right to participate in the selection process and approve the individual selected by AERAS as the Medical Director.

The Emergency Medical Director shall be responsible for the following:

- (a) Clinical direction of the Emergency Department.
- (b) Act as a liaison between AERAS and BMCD.
- (c) Act as a liaison between the Emergency Physicians and the BMCD Medical Staff.
- (d) Attend all Emergency Department section meetings and any medical staff committee meetings to which he/she is assigned.
- (e) Represent the Emergency Department to the community.
- (f) Assist in the coordination of disaster planning.
- (g) Assist in the preparation of the Emergency Department for JCAHO and State Accreditation surveys.
- (h) Review and implement medical protocols for the Emergency Department.
- (i) Coordinate the Quality Assurance Program within the Emergency Department.
- (j) Monitor the quality of care delivered in the Emergency Department in accordance with the BMCD Quality Assurance Plan.
- (k) Assist in the education and training on an initial and ongoing basis, of Emergency Department personnel.
- (l) Orient new Emergency Department physicians.
- (m) Coordinate the Emergency Department schedule and publish same.
- (n) Assure continual Emergency Department coverage.
- (o) Work with the BMCD Medical Staff to formulate an adequate call-in schedule for speciality and sub-speciality physicians.
- (p) Evaluate the performance of physicians working in the Emergency Department.
- (q) Deal with complaints, in conjunction with Nursing Staff, and ancillary personnel and BMCD officials, regarding Emergency Department services and/or incidents of alleged suboptimal performance.
- (r) Coordinate the establishment of Emergency Services at BMCD as a fully functional department.
- (s) Advise and assist in the coordination of public relations and marketing decisions, regarding services in the Emergency Department.

1.6 Treatment and Patient Referral. All patients presenting to the Emergency Department will be treated by the Emergency Physician on duty unless the patient requests to see or has been sent to the Emergency Department by his/her private physician.

When a patient presents to the Emergency Department and requests his/her private physician, all reasonable efforts will be made to contact the private physician. Once contacted, the private physician shall be advised of the patient's presentation to the Emergency Department and their condition/complaints. The private physician shall have the option of coming in to see the patient, or having the Emergency Physician on duty see the patient.

If the patient does not have a private physician, or if the private physician cannot be contacted within a reasonable period of time, or if for any reason the private physician does not assume responsibility for the said patient, then the Emergency Physician shall see the patient. If the patient's condition warrants hospitalization or definitive specialized care, the Emergency Department physician shall refer the patient to the appropriate staff physician on-call, or shall arrange an appropriate transfer or referral, as appropriate.

No patient will be triaged out of the Emergency Department without a medical screening examination by the Emergency Physician.

1.7 Admission Privileges. Emergency Physicians will not have admission privileges.

1.8 Non Discrimination. AERAS shall not discriminate against any Emergency Physician applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.

1.9 Personal Expenses. AERAS and Emergency Physicians shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.

1.10 No Authority to Commit BMCD. AERAS shall incur no financial obligation on behalf of BMCD without prior written approval of BMCD.

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1.12 Utilization Review. AERAS will assist in the Utilization Review Program by monitoring admissions to BMCD from the Emergency Department and by evaluating the

appropriateness of such admissions according to established criteria.

1.13 Staff Education. Emergency Physicians will, without compensation, assist the hospital in providing educational programs for BMCD's nursing, physician and ancillary staffs.

1.14 Evaluation. AERAS shall meet with BMCD Administration on a quarterly basis to determine the level of attainment of stated goals to discuss any problem areas, and for review of the operation of the Emergency Department.

1.15 Codes. Emergency Physicians shall respond to all emergencies or "codes" occurring in-house whenever their response will not endanger an Emergency Room patient.

1.16 Claims/Litigation. AERAS agrees to cooperate with BMCD in resolving all claims and litigation which may arise out of the providing of Emergency Department services by AERAS. Emergency Physicians will personally respond to patient complaints/problems and as requested by the Emergency Department head nurse, and/or Administration.

1.17 Guest Relations. AERAS agrees to stress guest relations techniques and patient satisfaction and to cooperate with surveys conducted by BMCD to measure patient and family satisfaction with ER services.

1.18 BMCD Employee Injuries. AERAS agrees to treat BMCD's employees with work related injuries (i.e., workman's compensation cases) and where appropriate, to refer employees to physician specialists designated by BMCD.

1.19 Marketing. AERAS agrees, to the extent possible, to support, participate in, and submit input into BMCD's marketing program.

BMCD COMMITMENTS

2.1 Facilities and Supplies. BMCD shall make available during the term of this Agreement the space designated for the Emergency Department and such equipment as is required for the proper operation and conduct of the Emergency Department. BMCD shall provide said Emergency Department with utilities, housekeeping, laundry and other supplies for the proper and efficient operation of the department. The supplies necessary will be determined by the Medical Director and BMCD Administration. AERAS shall inform BMCD of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.

2.2 Transcription of Records. BMCD will provide, through its' transcription system, transcription of all dictated medical records information on patients treated by AERAS on a timely basis.

2.3 Patient Monitoring. BMCD shall establish dedicated patient monitoring for blood

pressure, pulse, EKG and oxygen saturation.

2.4 Personnel.

(a) Non-Physician Staff. All non-physician personnel required for the operation of the Emergency Department shall be employed or assigned by BMCD. Salaries, benefits, hours of work, job descriptions and responsibilities, and personnel policies shall be established by BMCD. All Emergency Department personnel shall be trained and qualified in emergency medicine services and shall be capable of performing their assigned responsibilities. All salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character shall be, and remain, the responsibility and obligation of BMCD.

(b) Nursing Staff. BMCD will make a reasonable effort to have all full-time Emergency Department registered nurses, ACLS and TNCC (Trauma Nurse Care Curriculum) certified. BMCD Nursing Staff shall work with Emergency Department Physicians and shall follow established emergency care protocol.

2.5 Physician Room. BMCD shall make available a room within the Emergency Department, containing a bed, lockers, desk, lamp, and telephone, television, video machine, dictation equipment and a personal computer terminal, if possible, access the World Wide Web and the Micromedex data base.

2.6 Assurance. During the term of this Agreement, BMCD shall not contract with any other physicians or entities for the services performed by Emergency Physicians assigned to BMCD through AERAS and this Agreement. In the event this Agreement expires or is terminated by either party subject to the notice provisions contained herein, it is hereby agreed that BMCD may offer employment to any Emergency Physician, including the Medical Director, who is providing service in the Emergency Department at the time of such contract termination or expiration.

FEES, BILLING, COLLECTION AND RENUMERATION

3.1 Definitions. For the purpose of this section, the following definitions shall apply:

- (a) Services to Patients: Those services of Emergency Physicians which:
 - (i) are personally furnished to a patient by Emergency Physicians.
 - (ii) contribute directly to the diagnosis or treatment of the patient; and
 - (iii) ordinarily require performance by a physician.
 - (iv) involve services performed by CRNP's and PA's, employed by AERAS.
- (b) Services to Hospital: Those services of AERAS and/or Emergency Physicians which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in BMCD; e.g.,

administrative and supervisory services shall be performed at no charge to BMCD.

3.2 Fee Schedule. The parties shall establish a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Fees shall be at levels which are reasonable, not in excess of the usual and customary fees for such services, and commensurate with the services rendered. AERAS shall participate in major third party payor plans and comply with participation agreements.

3.3 HMO's, PPO's, Workman's Comp., Etc. AERAS agrees to participate with BMCD in providing care through the Emergency Department for enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with BMCD to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups.

3.4 Cooperation with TEFRA Regulations. AERAS shall comply with those provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect BMCD's reimbursement. AERAS shall do nothing, knowingly, which would adversely affect such reimbursement or BMCD's Medicare/Medicaid provider status.

3.5 Changes in the Law or Regulations. AERAS and BMCD hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation under the Medicare program. Should these limits or any other law or regulation affecting reimbursement for BMCD or for AERAS under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.

3.6 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of AERAS to compensation from BMCD pursuant to Section 3.7 shall end as of the effective date of such termination, and BMCD shall distribute to AERAS the sum, if any, due and owing for services rendered by AERAS as of the effective date of said termination and shall pay said sum within fifteen (15) days after the termination date.

3.7 Remuneration.

(a) AERAS shall bill, collect, and retain fees for all services rendered by it, its' physicians and other AERAS employees providing services on its behalf hereunder.

(b) AERAS and BMCD have agreed upon a subsidy arrangement such that [REDACTED]
[REDACTED] for the total (non-overlapping) hours covered by a physician in that month.

(c) In each month of this Agreement, BMCD shall make any subsidy payment

owed to AERAS within ten (10) days of receipt of the prior month's documentation and proof of net collections.

- (d) AERAS will make every effort to provide BMCD with documentation and proof of net collections, for the previous month, by the 5th of the month.

GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, AERAS shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If AERAS carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, AERAS agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The Emergency Department shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over BMCD. Emergency Department practices shall be in compliance with the policies and regulations of BMCD, the applicable standards of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

4.4 Liability Insurance. AERAS agrees that its Emergency Physicians will be covered by professional liability insurance in the amount of at least \$1 million/\$3 million for each Emergency Physician who provides services in the Emergency Department. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to BMCD. AERAS shall furnish BMCD with prompt written notice of cancellation or material change in its insurance coverage. The aforesaid liability insurance shall be with a carrier or carriers

acceptable to BMCD.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation of determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

4.9 Force Majeure. BMCD is not obligated to compensate AERAS for services during periods in which AERAS is not performing its responsibilities under this Agreement because of:

- (a) strike, lockout, walkout or labor dispute affecting the hospital or any portion thereof; or
- (b) Acts of God; governmental restrictions, regulations or controls; enemy or hostile governmental action; civil commotion; insurrection or revolution; sabotage; fire or other casualty or other conditions beyond the control of either party

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing. If mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

If to BMCD:

Al Hargrave, Vice President/Administrator
Baptist Medical Center Downtown
310 South Ripley Street
Montgomery, Alabama 36104
(334) 269-8650

If to AERAS:

John D. Moorehouse, M.D., FACEP
Alabama Emergency Room Administrative Services, P.C.
4160 Carmichael Road, Suite 104
Montgomery, Alabama 36116
(334) 272-1050

Unless otherwise provided, notices shall be effective on the earlier of (i) actual delivery, (ii) the date of transmission, if by facsimile, or (iii) as applicable, either the first business day following the date of deposit with a qualified courier service or the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

4.13 Term. The term of this Agreement shall be two (2) years, automatically renewable for a like term at the end of each term unless sooner terminated by either party.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty days (180) days written notice given by one party to the other.

4.15 Rights. No parties other than AERAS and BMCD have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

4.17 Effective Date. This Agreement shall be in effect as of the date of execution of both parties or such date as the parties shall mutually agree upon. The parties hereto agree that this Agreement shall commence on the _____ day of _____, 1998.

BAPTIST MEDICAL CENTER d/b/a
BAPTIST MEDICAL CENTER DOWNTOWN

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: C. Bruce Lawrence
C. Bruce Lawrence
Senior Vice President/COO
Baptist Medical Center

By: John M. ...
Its: Pres. ...

Date: 10-28-98

Date: 10/29/98

STATE OF ALABAMA

MONTGOMERY COUNTY

EMERGENCY DEPARTMENT SERVICES AGREEMENT

This Agreement is entered into by and between Baptist Medical Center d/b/a Prattville Baptist Hospital, Prattville, Alabama, an Alabama non-profit corporation (hereinafter referred to as "PBH") and Alabama Emergency Room Administrative Services, P.C., an Alabama professional corporation (hereinafter referred to as "AERAS").

WITNESSETH:

PBH operates an Emergency Department located in its acute care hospital facility in Prattville, Alabama, (hereinafter referred to as "Emergency Department"), which requires the professional medical services of physicians. PBH has determined that in order to ensure the proper and efficient operation of the Emergency Department that several objectives must be met, including but not limited to, 24 hour physician coverage, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in record keeping, and quality patient care; and,

WHEREAS, AERAS is capable and willing to provide physicians (hereinafter referred to as "Emergency Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the PBH Medical Staff, and receive privileges to practice in the Emergency Department; and, AERAS can assure that the Emergency Physicians they provide shall accept responsibility to provide professional medical services in the Emergency Department; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of PBH, and the terms and conditions set forth in this Agreement;

THEREFORE, PBH and AERAS desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the Emergency Department, and agree as follows:

AERAS' COMMITMENTS

1.1 Physician Staffing. AERAS shall provide physician staffing for the Emergency Department through duly licensed and qualified Emergency Physicians on a continuous, uninterrupted basis, twenty-four (24) hours each day, seven (7) days each week for the duration of this Agreement.

AERAS will provide Emergency Physicians who shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Emergency

Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Emergency Physicians furnished by AERAS will provide care to all individuals who present themselves to the Emergency Department in need of service.

AERAS shall maintain a daily log to be kept in the Emergency Department indicating the identity of the physician or physicians on duty and the times they were present. This log shall be open to inspection by PBH at any time.

Every Emergency Room Physician shall be certified in Advanced Cardiac Life Support and shall seek certification in Advanced Trauma Life Support. Emergency Physicians shall not begin rendering services in the Emergency Department until he or she has been fully credentialed by PBH.

1.2 Medical Staff Privileges

(a) Procedure. Each Emergency Physician provided by AERAS shall apply for medical privileges in Emergency Medicine and must obtain approval for appropriate Medical Staff membership in accordance with PBH policies and procedures and the Medical Staff Bylaws, except in unusual or unforeseen circumstances, as described herein. Physician credentials shall be forwarded to PBH by AERAS in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at PBH. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.

(b) Responsibilities of Emergency Physicians. Each Emergency Physician provided by AERAS shall have the same responsibilities as other members of the Medical Staff including attendance at Medical Staff and Committee meetings in accordance with the Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of emergency medical services hereunto, AERAS and Emergency Physicians shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of PBH. Neither AERAS nor Emergency Physicians performing services for AERAS under this Agreement, whether said Emergency Physicians be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against PBH for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

1.4 Core Group. AERAS shall maintain a stable core group of full-time Emergency Physicians to work in the Emergency Department on a regular basis. Full-time Emergency Physicians are expected to live in the area. For good cause, PBH shall have the right to refuse any physician which AERAS proposes to use in the Emergency Department and/or to request the removal of any AERAS Emergency Physician, provided, however, that AERAS has been given at

least thirty (30) days notice and an opportunity to cure any problems concerning a particular Physician.

1.5 Emergency Medical Director. AERAS shall designate an Emergency Medical Director. The Emergency Medical Director shall, at a minimum, be Board Certified in his/her area of practice and also be Board Eligible in Emergency Medicine. The Emergency Medical Director shall work full time in the Emergency Department and shall devote his/her best efforts to the proper management of Emergency Physicians and the professional and medical issues which involve the Emergency Department. PBH shall have the right to participate in the selection process and approve the individual selected by AERAS as the Medical Director.

The Emergency Medical Director shall be responsible for the following:

- (a) Clinical direction of the Emergency Department.
- (b) Act as a liaison between AERAS and PBH.
- (c) Act as a liaison between the Emergency Physicians and the PBH Medical Staff.
- (d) Attend all Emergency Department section meetings and any medical staff committee meetings to which he/she is assigned.
- (e) Represent the Emergency Department to the community.
- (f) Assist in the coordination of disaster planning.
- (g) Assist in the preparation of the Emergency Department for JCAHO and State Accreditation surveys.
- (h) Review and implement medical protocols for the Emergency Department.
- (i) Coordinate the Quality Assurance Program within the Emergency Department.
- (j) Monitor the quality of care delivered in the Emergency Department in accordance with the PBH Quality Assurance Plan.
- (k) Assist in the education and training on an initial and ongoing basis, of Emergency Department personnel.
- (l) Orient new Emergency Department physicians.
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- (n) Assure continual Emergency Department coverage.
- (o) Work with the PBH Medical Staff to formulate an adequate call-in schedule for speciality and sub-speciality physicians.
- (p) Evaluate the performance of physicians working in the Emergency Department.
- (q) Deal with complaints, in conjunction with Nursing Staff, and ancillary personnel and PBH officials, regarding Emergency Department services and/or incidents of alleged suboptimal performance.
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 - (iv) involve services performed by CRNP's and PA's, employed by AERAS.
- (b) Services to Hospital: Those services of AERAS and/or Emergency Physicians which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in PBH; e.g., administrative and supervisory services shall be performed at no charge to PBH.

3.2 Fee Schedule. The parties shall establish a schedule of fees to be charged to patients

for Services to Patients by Emergency Physicians in the Emergency Department. Fees shall be at levels which are reasonable, not in excess of the usual and customary fees for such services, and commensurate with the services rendered. AERAS shall participate in major third party payor plans and comply with participation agreements.

3.3 HMO's, PPO's, Workman's Comp., Etc. AERAS agrees to participate with PBH in providing care through the Emergency Department for enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with PBH to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups.

3.4 Cooperation with TEFRA Regulations. AERAS shall comply with those provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect PBH's reimbursement. AERAS shall do nothing, knowingly, which would adversely affect such reimbursement or PBH's Medicare/Medicaid provider status.

3.5 Changes in the Law or Regulations. AERAS and PBH hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation under the Medicare program. Should these limits or any other law or regulation affecting reimbursement for PBH or for AERAS under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.

3.6 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of AERAS to compensation from PBH pursuant to Section 3.7 shall end as of the effective date of such termination, and PBH shall distribute to AERAS the sum, if any, due and owing for services rendered by AERAS as of the effective date of said termination and shall pay said sum within fifteen (15) days after the termination date.

3.7 Remuneration.

- (a) AERAS shall bill, collect, and retain fees for all services rendered by it, its' physicians and other AERAS employees providing services on its behalf hereunder.
- (b) AERAS and PBH have agreed upon a subsidy arrangement such that PBH will provide a subsidy which shall make up any difference between AERAS net collections in a month and the sum of one hundred twenty-five dollars (\$125.00) per hour for the total (non-overlapping) hours covered by a physician in that month.
- (c) In each month of this Agreement, PBH shall make any subsidy payment owed to AERAS within ten (10) days of receipt of the prior month's documentation and proof of net collections.
- (d) AERAS will make every effort to provide PBH with documentation and

proof of net collections, for the previous month, by the 5th of the month.

GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, AERAS shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If AERAS carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, AERAS agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The Emergency Department shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over PBH. Emergency Department practices shall be in compliance with the policies and regulations of PBH, the applicable standards of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

4.4 Liability Insurance. AERAS agrees that its Emergency Physicians will be covered by professional liability insurance in the amount of at least \$1 million/\$3 million for each Emergency Physician who provides services in the Emergency Department. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to PBH. AERAS shall furnish PBH with prompt written notice of cancellation or material change in its insurance coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to PBH.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words

shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

4.9 Force Majeure. PBH is not obligated to compensate AERAS for services during periods in which AERAS is not performing its responsibilities under this Agreement because of:

- (a) strike, lockout, walkout or labor dispute affecting the hospital or any portion thereof; or
- (b) Acts of God; governmental restrictions, regulations or controls; enemy or hostile governmental action; civil commotion; insurrection or revolution; sabotage; fire or other casualty or other conditions beyond the control of either party

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing. If mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

If to PBH:

William E. Hines, Vice President/Administrator
Prattville Baptist Hospital
124 South Memorial Drive
Prattville, Alabama 36067
(334) 361-4306

If to AERAS:

John D. Moorehouse, M.D., FACEP
Alabama Emergency Room Administrative Services, P.C.
4160 Carmichael Road, Suite 104
Montgomery, Alabama 36116
(334) 272-1050

Unless otherwise provided, notices shall be effective on the earlier of (i) actual delivery, (ii) the date of transmission, if by facsimile, or (iii) as applicable, either the first business day following the date of deposit with a qualified courier service or the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

4.13 Term. The term of this Agreement shall be two (2) years, automatically renewable for a like term at the end of each term unless sooner terminated by either party.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty days (180) days written notice given by one party to the other.

4.15 Rights. No parties other than AERAS and PBH have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

4.17 Effective Date. This Agreement shall be in effect as of the date of execution of both parties or such date as the parties shall mutually agree upon. The parties hereto agree that this Agreement shall commence on the _____ day of _____, 1998.

BAPTIST MEDICAL CENTER d/b/a
PRATTVILLE BAPTIST HOSPITAL

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

By: William E. Hines
William E. Hines
Vice President/Administrator
Prattville Baptist Hospital

By: John D. MacFarland
Its: President

Date: 10/30/98

Date: 10/29/98

STATE OF ALABAMA
MONTGOMERY COUNTY

EMERGENCY ROOM SERVICES AGREEMENT

This Agreement is entered into by and between **Baptist Medical Center d/b/a Baptist Medical Center East**, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as **BMC-East**) and **Alabama Emergency Room Administrative Services, P.C.**, an Alabama professional corporation (hereinafter referred to as "**AERAS, P.C.**"). This contract is effective April 1, 1999.

WITNESSETH:

BMC-East OPERATES AN Emergency Department located in its facility in Montgomery, Alabama, (hereinafter referred to as "Emergency Department"), which requires the professional medical services of physicians. **BMC - East** has determined that in order to insure the proper and efficient operation of the Emergency Department that several objectives must be met, including but not limited to, 24 hour physician coverage, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in recordkeeping, and quality patient care; and,

WHEREAS, **AERAS, P.C.** is capable and willing to provide physicians (hereinafter referred to as "Emergency Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the **BMC - East** Medical Staff, and receive privileges to practice in the Emergency Department; and, **AERAS, P.C.** can assure that the Emergency Physicians they provide shall accept responsibility to provide emergency services in the Emergency Department; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of **BMC - East**, and the terms and conditions set forth in this Agreement;

THEREFORE, **BMC - East** and **AERAS, P.C.** desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the Emergency Department, and agree as follows:

AERAS, P.C. COMMITMENTS

- 1.1 Physician Staffing. **AERAS, P.C.** shall provide physicians for the Emergency Department through duly licensed and qualified Emergency Physicians on a continuous, uninterrupted basis, twenty-four (24) hours each day, seven (7) days each week for the duration of this Agreement.

All Emergency Physicians provided by **AERAS, P.C.** shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Emergency Physicians and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Emergency Physicians furnished by **AERAS, P.C.** will provide care to all individuals who present themselves to the Emergency Department in need of service.

AERAS, PC. Shall maintain a daily log to be kept in the Emergency Department indicating the identity of the physician or physicians on duty and the times they were present. This log shall be open to inspection by **BMC – East** at any time.

Every Emergency Department Physician shall be certified in Advanced Cardiac Life Support and shall seek certification in Advanced Trauma Life Support. Emergency Physicians shall not begin rendering services in the Emergency Department until he or she has been fully credentialed by **BMC – East** as provided herein.

- 1.2 PhysicianExtenders. AERAS may employ and utilize licensed Physician Assistants (PA's) and Nurse Practitioners (NP's) to provide appropriate services in the Emergency Department. All services provided by Physician Extenders must be noted to allow for proper billing for those services. Physician Extenders who do not have Blue Cross or Medicare/Medicaid provider numbers cannot provide services for those patients, which are of a billable nature.

- 1.3 Medical Staff Privileges.

(a) Procedure. Each Emergency Physician provided by **AERAS, P.C.** shall apply for medical privileges in Emergency Medicine and must obtain approval for appropriate Medical Staff membership in accordance with **BMC - East** policies and procedures and the Medical Staff Bylaws, except in unusual or unforeseen circumstances, as described herein. Physician credentials shall be forwarded to **BMC - East** by **AERAS, P.C.** in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at **BMC - East**. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.

(b) Responsibilities of Emergency Physician. Each Emergency Physician provided by **AERAS, P.C.** shall have the same responsibilities as other members of the Medical Staff including attendance at medical staff and committee meetings in accordance with Medical Staff Bylaws.

- 1.4 Independent Contractors. In the performance of emergency medical services hereunto, **AERAS, P.C.** and Emergency Physicians/Physician Extenders shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent (s) of **BMC - East**. Neither **AERAS, P.C.** nor Emergency Physicians/Physician Extenders performing services for **AERAS, P.C.** under this Agreement, whether said Emergency Physicians/Physician Extenders be members, partners, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against **BMC - East** for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits or any kind.
- 1.5 Core Group. **AERAS, P.C.** shall maintain a stable core group of full-time Emergency Physicians to work in the Emergency Department on a regular basis. For good cause, **BMC - East** shall have the right to refuse any physician which **AERAS, P.C.** proposes to use in the Emergency Department and/or to request the removal of any **AERAS, P.C.** Emergency Physician, provided, however, that **AERAS, P.C.** has been given at least thirty (30) days notice and an opportunity to cure any problems concerning a particular physician.
- 1.5 EMERGENCY MEDICAL DIRECTOR. **AERAS, P.C.** shall designate an Emergency Medical Director. The Emergency Medical Director shall work

full time in the Emergency Department and shall devote his/her best efforts to the proper management of Emergency Physicians and the Emergency Department staff as well as the professional and medical issues that involve the Emergency Department.

The Emergency Medical Director shall be responsible for the following:

- (a) Clinical direction of the Emergency Department
- (b) Act as a liaison between AERAS, PC and BMC- East
- (c) Act as a liaison between the Emergency Physicians and the BMC – East Medical Staff.
- (d) Attend all Emergency Department section meetings and any medical staff committee meetings to which he/she is assigned.
- (e) Represent the Emergency Department to the community.
- (f) Assist in the coordination of disaster planning.
- (g) Assist in the preparation of the Emergency Department for JCAHO and State Accreditation surveys.
- (h) Review and implement medical protocols for the Emergency Department
- (i) Coordinate the Quality Assurance Program within the Emergency Department.
- (j) Monitor the quality of care delivered in the Emergency Department in accordance with the BMC-East Quality Assurance Plan.
- (k) Assist in the education and training on an initial and ongoing basis, of Emergency Department personnel.
- (l) Orient new Emergency Department physicians.
- (m) Coordinate the Emergency Department schedule and publish same.
- (n) Assure continual Emergency Department coverage.
- (o) Work with BMC – East Medical Staff to formulate an adequate call-in schedule for specialty and sub specialty physicians.
- (p) Evaluate the performance of physicians working in the Emergency Department.
- (q) Deal with complaints, in conjunction with Nursing Staff, ancillary personnel and BMC –East officials, regarding Emergency Department services and/or incidents of alleged suboptimal performance.
- (r) Coordinate the establishment of Emergency Services at BMC – East as a fully functional department.
- (s) Advise and assist in the coordination of public relations and marketing decisions regarding services in the Emergency Department.

- 1.7 Treatment and Patient Referral. All patients presenting to the Emergency Department will be treated by the Emergency Physician on duty, unless the patient requests to see his/her private physician.

When a patient presents to the Emergency Department and requests his/her private physician, all reasonable efforts will be made to contract the private physician. Once contacted, the private physician shall be advised of the patients presentation to the Emergency Department and their condition/complaints. The private physician shall have the option of coming in to see the patient, or having the Emergency Physician on duty see the patient.

If the patient does not have a private physician, or if the private physician cannot be contacted within a reasonable period of time, or if for any reason the private physician does not assume responsibility for the said patient, then the Emergency Physician shall see the patient. If the patient's condition warrants hospitalization or definitive specialized care, the Emergency Department physician shall refer the patient to the appropriate staff physician on-call, or shall arrange a transfer or referral, as appropriate.

No patient will be triaged out of the Emergency Department without a medical screening examination by the Emergency Physician.

- 1.8 Admission privileges. Emergency Physicians will not have admission privileges.
- 1.9 Non Discrimination. **AERAS, P.C.** shall not discriminate against any Emergency Physician applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.
- 1.10 Personal Expenses. **AERAS, PC.** and Emergency Physicians shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.
- 1.11 No Authority to commit to BMC -East. **AERAS, P.C.** shall incur no financial obligation on behalf of **BMC - East** without prior written approval of **BMC - East**.
- 1.12 Quality and Risk Management. **AERAS, P.C.** will provide a continuing review and an annual evaluation of the professional performance of each

physician assigned to the **BMC - East** Emergency Department pursuant to this Agreement.

- 1.13 Utilization Review. **AERAS, P.C.** will assist in the Utilization Review Program by monitoring admissions to **BMC - East** from the Emergency Department and b evaluating the appropriateness of such admissions according to established criteria.
- 1.14 Staff Education. Emergency Physicians will, without compensation, assist the hospital in providing educational programs for BMC-East's nursing, physician and ancillary staffs.
- 1.15 Evaluation. **AERAS, P.C.** shall meet with **BMC - East** Administration on a quarterly basis to determine the level of attainment of stated goals and to discuss any problem areas, and for review of the operation of the Emergency Department.
- 1.16 Codes. Emergency Physicians shall be available for all emergencies or "codes" occurring in-house whenever their response will not endanger an Emergency Department patient.
- 1.17 Claims/Litigation. **AERAS, P.C.** and **BMC - East** agree to cooperate in resolving all claims and litigation which may arise out of the providing of Emergency Department services by **AERAS, P.C.**. Emergency Physicians and/or the Medical Director will personally respond to patient complaints/problems and as requested by the Emergency Department head nurse.
- 1.18 Guest Relations. **AERAS, P.C.** agrees to stress guest relations techniques and patient satisfaction and to cooperate with surveys conducted by BMC - East to measure patient and family satisfaction with ER services.
- 1.19 **BMC - East** Employee Injuries. **AERAS, P.C.** agrees to treat employees with work related injuries (i.e. worker's compensation cases) in the Emergency Department, and refer to physician specialists designated by **BMC - East**.
- 1.20 Marketing. **AERAS, P.C.** agrees to make reasonable efforts to support, participate in, and submit input into **BMC - East** Marketing program.

BMC - EAST COMMITMENTS

- 2.1 Facilities and supplies. **BMC - East** shall make available during the term of this Agreement the space designated for the Emergency Department and such equipment as is required for the proper operation and conduct of the Emergency Department. **BMC - East** shall provide said Emergency Department with utilities, housekeeping, laundry, and other supplies for the proper and efficient operation of the department. The supplies necessary will be determined by the Medical Director and **BMC - East** Administration. **AERAS, P.C.** shall inform **BMC-East** of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.
- 2.2 Transcription of records. **BMC - East** will provide a transcription of all dictated medical records of patients treated by **AERAS, P.C.** on a timely basis.
- 2.3 Patient Monitoring. **BMC - East** shall establish dedicated patient monitoring for blood pressure, pulse, EKG, and oxygen saturation.
- 2.4 Personnel.
 - (a) All non-physician personnel required for the proper operation of the Emergency Department shall be employed or assigned by **BMC - East**. Salaries, benefits, hours of work, job descriptions and responsibilities, and personnel policies shall be established by **BMC - East**. All Emergency Department personnel shall be trained and qualified in emergency medical services and shall be capable of performing their assigned responsibilities. All salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character shall be, and remain, the responsibility and obligation of **BMC - East**.
 - (b) Nursing Staff. **BMC - East** will make a reasonable effort to have all full time Emergency Department registered nurses ACLS and TNCC (Trauma Nursing Core Curriculum) certified. **BMC - East** nursing shall work with Emergency Department physicians following established emergency care protocols.
- 2.6 Physician room. **BMC - East** shall make available a room within the Emergency Department, contained a bed, lockers, desk, lamp, telephone, video machine, dictation equipment, and a personal computer terminal with access to the World Wide Web and Micromedex data base.

- 2.7 Assurance. During the term of this agreement, **BMC - East** shall not contract with any other physicians or entities for the services performed by Emergency Physicians assigned **BMC – East** through **AERAS, P.C.** and this agreement.

FEES, BILLING, COLLECTION, and REMUNERATION

- 3.1 Definitions. For the purpose of this section, the following definitions shall apply:
- (a) services to patients: those services of Emergency Physicians which:
 - (i) are personally furnished to a patient by Emergency Physicians.
 - (ii) Contribute directly to the diagnosis or treatment of the patient; and
 - (iii) Ordinarily require performance by a physician.
 - (iv) To include CRNP and PA's
 - (b) Services to hospital:
Those services of **AERAS, P.C.** and/or Emergency Physicians which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in **BMC - East**; e.g., administrative and supervisory service shall be performed at no charge to **BMC- East**.
- 3.2 Fee Schedule. The parties shall establish a schedule of fees to be charged to patients for Services to Patients by Emergency Physicians in the Emergency Department. Fees shall be at levels which are reasonable, not in excess of the usual and customary fees for such services, and commensurate with the services.
- 3.3 HMO's, PPO's, Workman's compensation, etc. **AERAS, P.C.** agrees to work with **BMC - East** in providing care through the Emergency Department for enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with **BMC - East** to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups. Any change in fees charged by **AERAS, P.C.** for services rendered by Emergency Physicians/Physician Extenders will require approval by **AERAS, P.C.**

- 3.4 Cooperation with TEFRA Regulations. **AERAS, PC** shall comply with those provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect BMC-East's reimbursement. **AERAS, PC** shall do nothing, knowingly, which would adversely affect such reimbursement or BMC-East's Medicare/Medicaid provider status.
- 3.5 Changes in the Law or Regulations. **AERAS, PC** and **BMC – East** hereby recognize that the compensation arrangement herein described is based, in part, on the limits of reimbursable compensation set by regulation under the Medicare program. Should these limits or any other law or regulation affecting reimbursement for BMC-East or for **AERAS, PC** under this Agreement change during the term of hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiating by either party upon the giving of written request to the other party.
- 3.6 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of **AERAS, PC** to compensation from **BMC-East** pursuant to Section 3.7 shall end as of the effective date of such termination, and **BMC – East** shall distribute to **AERAS, PC** the sum, if any, due and owing for services rendered by **AERAS, PC** as of the effective date of said termination and shall pay said sum within Fifteen (15) days after the termination date.
- 3.7 Remuneration.
- (a) **AERAS, P.C.** shall bill, collect, and retain fees for all services rendered by it and its physicians and other **AERAS, PC** employees providing services on its behalf hereunder.
 - (b) **AERAS, P.C.** and **BMC - East** shall negotiate a hospital subsidy such that net collections, plus the hospital subsidy do not fall below the mathematical product of One Hundred Twenty Five Dollars (\$125.00) per hour for the total (non-overlapping) hours covered by a physician in that month. (or portion of a month).
 - (c) In Each month of this Agreement. **BMC - East** shall make payment any subsidy payment owed to **AERAS, P.C.** within ten (10) days of receipt of the prior month's documentation and proof of net collections.
 - (d) **AERAS, P.C.** will provide **BMC - East** documentation and proof of net collections (for the previous month) by the 5th of the month.

- (e) **If AERAS, PC**, at the commencement of this Agreement shall not have Blue Cross and/or Medicare/Medicaid provider numbers for its Emergency Physicians, it shall make a log of all services provided but not billed in each month. At such time as said provider numbers are available and that prior work is billed, then there shall be an adjustment payment to **BMC- East** reflecting the amount collections for those months where no billing occurred.

GENERAL PROVISIONS

- 4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, **AERAS, P.C.** shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If **AERAS, P.C.** carries out any of the duties of this agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, **AERAS, P.C.** agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499-952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this agreement.
- 4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured with a reasonable time.
- 4.3 Regulatory Requirements. The Emergency Department shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over BMC – East. Emergency

Department practices shall be in compliance with the policies and regulations of BMC-East, the applicable standards of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Emergency Medicine.

- 4.4 Liability Insurance. During the term of this agreement, **AERAS, P.C.** agrees that it and its Emergency Physicians who provide services in the Emergency Department will be covered by professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) single limit each incident, and Three Million Dollars (\$3,000,000.00) annual aggregate. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to **BMC - East**. **AERAS, P.C.** shall furnish **BMC - East** with prompt written notice of cancellation or material change in its insurance coverage. Upon termination of this agreement, **AERAS, P.C.** shall purchase the Optional Extension Period Coverage, or similar "tail" policy, available to it under its professional liability insurance policy contemplated by this section. **AERAS, P.C.** shall include in its agreement with its subcontracting physicians a requirement that such physicians purchase the Optional Extension Period Coverage upon termination of their services at **BMC - East** under this agreement, however, **AERAS, P.C.** shall not be liable to **BMC - East** or third parties for the failure of its subcontracting physicians to obtain such coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to **BMC - East**.
- 4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.
- 4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this agreement or any provisions thereof.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions here of shall not be construed as a waiver of any other terms and conditions hereof.

- 4.9 Force Majeure. **BMC - East** is not obligated to **compensate AERAS, P.C.** for services during periods in which **AERAS, P.C.** is not performing its responsibilities under the Agreement because of:
- (a) Strike, lockout, walkout or labor dispute affecting the hospital or any portion thereof; or
 - (b) Acts of God; governmental restrictions, regulations or controls, enemy or hostile governmental action; civil commotion; insurrection or revolution; sabotage; fire or other casualty or other conditions beyond the control of either party.
- 4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed servable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remained of this Agreement shall be effective and binding upon the parties.
- 4.11 Benefit of Successor. This agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.
- 4.12 Notices. All notices and other communications hereunder shall be in writing and shall be deemed sufficiently given if delivered personally, transmitted by facsimile which the sender's facsimile machine indicates has been sent (in the case of an addressee whose facsimile number is supplied), sent by charges or postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):
- a) if to **AERAS, P.C.:**

AERAS, P.C.
ATTN: Paul K. Tanaka, MD,
4160 Carmichael Road, Suite 104
Montgomery, AL 36106
334-272-1050 (telephone)
334-271-7698 (fax)

(f) if to **BMC - East**:

Baptist Medical Center - East

John Melton Vice-President, Administrator
Baptist Health – East
400 Taylor Road
Montgomery, AL 36117
334-244-8500 (telephone)

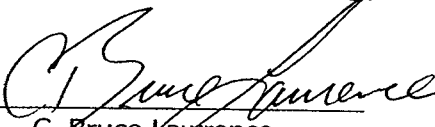
Unless otherwise provided, notices shall be effective on the earlier of (x) actual delivery, (y) the date of transmission, if by facsimile, or (z) as applicable, either (i) the first business day following the date of deposit with a qualified courier service or (ii) the third business day following the date of deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

- 4.13 Term. The term of this agreement shall be two (2) years, automatically renewable for a like term at the end of each term unless sooner terminated by either party.
- 4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty (180) days written notice given by one party to the other.
- 4.15 Rights. No parties other than **AERAS, P.C.** and **BMC - East** have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

- 4.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement either written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.
- 4.17 Effective date. This agreement shall be in effect as of the date of execution of both parties and such date as the parties shall mutually agree upon. The parties hereto agree that this Agreement shall commence on the 1st day of April, 1999.

BAPTIST HEALTH d/b/a
BAPTIST MEDICAL CENTER EAST

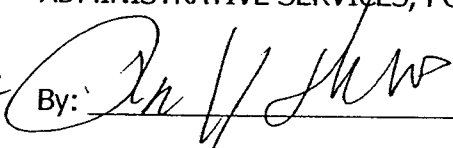
By:


C. Bruce Lawrence
Senior Vice President/COO
Baptist Health

Date: 2-25-99

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, PC.

By:


Paul K. Tanaka, MD
Vice President

Date: 2-26-99



NORTHEAST ALABAMA
Regional Medical Center

May 2, 1988

John D. Moorehouse, M.D.
Alabama Emergency Room Services, P.C.
Route 1 Box 46
Pike Road, Alabama 36064

Re: Emergency Care Agreement

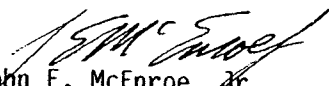
Dear Dr. Moorehouse:

Enclosed is your copy of the executed Emergency Care Agreement along with the fee schedule.

Please contact me, at (205) 235-5255, if you have any questions.

Thank you.

Sincerely,


John E. McEnroe, Jr.
Vice President - Finance

JEMcjr:dm
Enclosures

STATE OF ALABAMA

CALHOUN COUNTY

EMERGENCY CARE AGREEMENT

AGREEMENT between REGIONAL MEDICAL CENTER BOARD (the "BOARD") and ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C., an Alabama Professional Corporation (the "CORPORATION").

RECITALS:

BOARD owns and operates Northeast Alabama Regional Medical Center (the "HOSPITAL") in Anniston, Alabama and desires that the CORPORATION provide licensed, qualified physicians (the "PHYSICIANS") to staff Emergency Department (the "DEPARTMENT"). The CORPORATION believes that it will be able to provide the HOSPITAL with individuals who are qualified to practice medicine and the services referred to in this Agreement.

NOW, THEREFORE, THIS AGREEMENT

WITNESSETH:

That in consideration of the mutual agreements herein, the BOARD and CORPORATION agree as follows:

BOARD:

2.01. **SPACE.** BOARD shall make available for use by CORPORATION office space and the space now or that may be hereinafter designated as DEPARTMENT.

2.02. **EQUIPMENT AND SUPPLIES.** BOARD shall provide necessary medical equipment, drugs, supplies, furniture and fixtures for DEPARTMENT. Requests will be processed in accordance with the policies and procedures of the BOARD. Equipment furnished by the BOARD shall remain the property of the BOARD. BOARD shall keep DEPARTMENT facilities and equipment in good repair.

2.03. **PERSONNEL.** BOARD shall employ, promote, terminate, supervise and reinstate DEPARTMENT personnel.

2.04. **UTILITIES AND SUPPORT SERVICES.** BOARD shall provide utilities and support services (laundry, maintenance, housekeeping) for DEPARTMENT. Telephone service is limited to local and to patient-related calls.

2.05. **HOURS OF OPERATION.** BOARD shall operate DEPARTMENT on a twenty-four (24) hour per day, seven (7) day per week basis.

2.06. **PATIENT NOTIFICATION.** BOARD agrees to provide patients at HOSPITAL notification that separate professional fees will be billed for physician services.

2.07. **HOSPITAL CHARGES.** HOSPITAL will bill for supplies and technical services and expenses incurred by HOSPITAL in rendering care to patients. CORPORATION will be under no duty to assist in the collection of said charges. HOSPITAL charges for said services shall be separate and distinct from the charges made by CORPORATION for medical services to patients.

2.08. **AGENT.** The HOSPITAL shall act as the agent for the CORPORATION for billing and collection purposes and only for billing and collection purposes. No other principal-agent relationship exists between the parties, and the parties agree not to represent themselves as agents to any third party, other than is stated above.

2.09. **HOSPITALS LIABILITY.** This Agreement is made upon the express condition that CORPORATION and its independent contractor physicians are free from all liability and claim for damages by reason of any person or persons arising out of acts performed by BOARD which are not performed pursuant to the terms of this Agreement: BOARD hereby covenanting and agreeing to indemnify and save CORPORATION and its independent contractor physicians from all liability, loss, costs, and obligations on account of or arising out of any such injuries or losses.

CORPORATION

3.01 **APPLICABLE STANDARDS.** The CORPORATION and PHYSICIANS shall use their reasonable efforts to perform the services enumerated herein in such a manner as may further the goals and objectives of BOARD and as will insure that all duties are performed and services provided in the HOSPITAL as may be required by the policies, rules, and regulations of the HOSPITAL; the Medical Staff Bylaws, rules and regulations; any standard, ruling, regulation, or statute of the Joint Commission on Accreditation of Healthcare Organizations; the United States Department of Health and Human Services; the Alabama Department of Public Health; or any other federal, State, or local government agency, corporation entity, or individual exercising authority with respect to or affecting the HOSPITAL.

3.02 GENERAL OBLIGATIONS OF CORPORATION AND PHYSICIANS.

- A. To render professional services in a manner which is safe, efficient, consistent, and satisfactory to the BOARD; and
- B. To conduct services professionally, ethically and conscientiously to insure the quality of medical care; and

- C. To accept patients, irrespective of color, race, creed, religion, national origin, sex, age, or financial status; and
- D. To abide by the BOARD's Medical Staff Bylaws, rules and regulations, and all applicable policies of BOARD in rendering medical care.

3.03 HOURS OF COVERAGE AND PHYSICIAN STAFFING. CORPORATION shall cause a qualified individual, licensed to practice medicine in the State of Alabama, who is a member of the medical staff of HOSPITAL to be available on the premises of the DEPARTMENT twenty-four (24) hours each day, and CORPORATION shall provide either double coverage or an available back-up physician for peak patient flow periods.

CORPORATION shall not be required to have on call the number of physicians necessary to respond to disasters or other occurrences which are of unforeseeable size, scope or duration.

3.04 PHYSICIAN SERVICES.

- A. **Patient Protocol.** Treat patients assigned to the Emergency Department Physician as follows:
 - 1. Any patient presenting in acute distress or needing immediate physician attention at the discretion of the nurse.
 - 2. Any patient without a personal physician (including obvious fractures).
 - 3. Any patient requesting to see the Emergency Department Physician.
 - 4. Any patient at the request of their personal physician.
 - 5. Any patient requesting their personal physician but for some reason the physician or his/her coverage cannot be contacted after thirty (30) minutes or when too prolonged for the patients condition.
- B. **Admissions.** No physician provided by CORPORATION shall admit patients in his own name except in an emergency situation where an admitting physician cannot be contacted immediately and only until such time as the case can be transferred to a physician with admitting privileges. CORPORATION must refer repeat outpatients to members of HOSPITAL's medical staff.
- C. **Consultation.** Work closely with private physicians in obtaining consultants of their choice and assist in the immediate care of patients in the process of being hospitalized;

- D. **Emergency Situations.** Respond to inpatient cardiac arrests and be familiar with cardiac resuscitation protocol. Respond to and assist HOSPITAL's staff in handling emergency patient situations and other reasonable requests of nursing or other hospital personnel when no other physician is available or until private physicians can be contacted;
- E. **Complaint Resolution.** CORPORATION will assist BOARD in resolving complaints about DEPARTMENT OR CORPORATION.
- F. **Employee Physical Examinations.** CORPORATION shall provide pre-employment and annual physical examinations for HOSPITAL employees without charge to HOSPITAL.
- G. **Employee Accidents and Injuries.** CORPORATION shall provide emergency services for accidents and other on-premises injuries to HOSPITAL employees without charge other than for those cases for which a charge is collectible from sources other than HOSPITAL and its employees.
- H. **Training and Clinical Direction.** CORPORATION shall provide, as appropriate, continuing education and clinical direction of DEPARTMENT personnel.
- I. **EMS.** CORPORATION shall provide active input and participation in the East Alabama Emergency Medical Services.
- J. **Technical Advice.** CORPORATION shall provide HOSPITAL such technical advice and assistance as may be requested to facilitate selection and/or installation of facilities and/or equipment and in the operation of DEPARTMENT.
- K. **Committees.** CORPORATION shall serve and actively participate in HOSPITAL and/or Medical Staff committees.
- L. **Medical Records.** PHYSICIAN shall promptly complete medical records and reports. Ownership and right of control of all reports, records, and supporting documents prepared in connection with the operation of the DEPARTMENT shall vest exclusively with the BOARD; provided, however, that PHYSICIAN shall have such right of access to such reports, records, and supporting documentation as shall be provided by State law and BOARD policies.
- M. **Publications.** CORPORATION will cooperate with and assist members of the medical staff in preparation of clinical reports for publication.

N. **Workman's Compensation.** The CORPORATION shall comply with the Alabama Workman's Compensation Act.

3.05. **DIRECTOR; OFFICE OF.** CORPORATION shall designate a physician, subject to approval of the Administrator of HOSPITAL, to act as Director of Emergency Services (the "DIRECTOR"). The DIRECTOR shall be responsible for providing emergency medical services and for the day to day medical administration and operation of the DEPARTMENT.

3.06. **RESIDENCE - PLACE OF.** Physicians providing base coverage in DEPARTMENT shall be residents of the greater Anniston area within one (1) year from the date of their contract with CORPORATION. "Base Coverage" is defined as coverage of the DEPARTMENT for at least seventy-five (75%) percent of the time computed on an annual basis. BOARD is not, nor will it accept responsibility for, payment of expenses incurred by CORPORATION or employees/subcontractors of CORPORATION under the requirement of this paragraph.

3.07. **PHYSICIANS LIABILITY.** This Agreement is made upon the express condition that BOARD is free from all liability and claim for damages by reason of any person or persons arising out of acts performed by CORPORATION and its independent contractor physicians which are not performed pursuant to the terms of this Agreement; CORPORATION hereby covenanting and agreeing to indemnify and save BOARD from all liability, loss, costs, and obligations on account of or arising out of any such injuries or losses.

3.08. **MALPRACTICE INSURANCE.** During the term of this Agreement, each of the independent contractor physicians of CORPORATION shall, at their own expense, provide and continuously maintain in full force and effect professional liability insurance coverage in the minimum amount required by the Medical Staff Bylaws of the BOARD insuring such individual independent contractor physicians and CORPORATION against liability in the performance of their duties pursuant to this Agreement, and shall also furnish a certified copy of said policies to the BOARD. If the Medical Staff Bylaws of the BOARD are revised to increase the minimum amount of insurance to be maintained by the said individual independent contractor physicians, the CORPORATION may, without penalty terminate this agreement. Upon the expiration or termination of this Agreement, each of the independent contractor physicians of CORPORATION shall obtain an endorsement to said policies maintaining and extending the coverage thereof with respect to any claims which may be asserted after such expiration or termination from or as the result of any acts or omissions or alleged acts or omissions which occur during the term of this Agreement or any extension or renewal thereof, and shall also furnish certified copies of said endorsements to the BOARD. Said policies shall be written by a responsible insurance company qualified in the State of Alabama to insure the risks undertaken, and shall contain a provision that the insurer consents to the indemnity herein contained in Section 3.07 above and that the insurer will give the BOARD thirty (30) days' written notice prior to any cancellation or material alteration thereof. Such insurance shall provide that it is primary coverage solely as to the named insureds with respect to the

liability of the independent contractor physicians of CORPORATION. The provisions of this section shall survive the expiration or termination of this Agreement.

3.09. MEDICAL STAFF MEMBERSHIP AND LICENSURE. The DEPARTMENT shall be staffed by physicians licensed to practice medicine in the State of Alabama subject to approval of BOARD in accordance with the Bylaws of the medical staff of BOARD prior to and while performing services pursuant to this Agreement. Such approval shall not be unreasonably withheld. Any such physicians so designated shall be compensated by CORPORATION for their time spent working in the DEPARTMENT.

3.10. USE OF PREMISES. CORPORATION covenants that no part of the premises shall be used by CORPORATION or its independent contractor physicians as an office for the general practice of medicine or for any purpose other than the performance of services hereunder.

4.01. INDEPENDENT CONTRACTOR.

A. CORPORATION is a professional corporation and as an independent contractor, has the exclusive right to hire and terminate its subcontractors. Problems and conflicts may arise between subcontractors of CORPORATION and employees or medical staff of the BOARD. BOARD AND CORPORATION agree to attempt to resolve any such problems promptly through Administrative channels. However, if the BOARD provides CORPORATION with a written notice as to an irreconcilable problem or conflict concerning a subcontractor of CORPORATION, CORPORATION will assign another subcontractor to that position within thirty (30) days of receipt of the written notice.

The Administrator of HOSPITAL, after consulting with the Chief of Staff, shall, at his discretion and with due cause, prevent any individual physician contractor of CORPORATION from working within or entering into the DEPARTMENT. This action shall become effective upon twenty-four (24) hour written notice to the DIRECTOR.

B. Physicians of CORPORATION are at all times acting and performing as independent contractors practicing their profession of medicine and surgery, and specializing in emergency treatment. HOSPITAL shall neither have nor exercise control or direction over the methods by which physicians perform their work and functions excepting that CORPORATION and its PHYSICIANS agree to perform the said work and functions at all times in strict accordance with currently approved methods and practice in their professional speciality and that the sole interest of HOSPITAL is to assure that said services shall be performed and rendered in a competent, efficient and satisfactory manner. All applicable provisions of law relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

5.01. PROFESSIONAL FEES.

A. Professional fees for services rendered by physicians employed by or working for CORPORATION shall be agreed upon in writing by the Administrator of HOSPITAL and by CORPORATION. Said fees shall be in accordance with the fee schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Professional fees are agreed to be reasonable, competitive, and in general accordance with customary local fees for comparable services for all HOSPITAL patients referred to or desiring of professional services from CORPORATION by reason of its position with HOSPITAL.

6.01. DAILY MEMORANDUM AND BILLING.

A. PHYSICIANS shall file with HOSPITAL daily memoranda of the services performed and shall and do hereby assign the collection of said charges to HOSPITAL.

B. Notification shall include, but not be limited to, designation of the Hospital Charge Code(s) and procedural/diagnostic codes (CPT-4) on the Emergency Room Record. Notification shall be made by individual patient for whom services were rendered.

6.02. COMPUTATION OF RESPECTIVE AMOUNTS DUE TO CORPORATION AND TO BOARD.

A. During the term of this Agreement, BOARD shall pay CORPORATION as follows:

1. HOSPITAL shall, daily, balance with CORPORATION records of charges. Charges shall be defined as the PHYSICIAN charge for PHYSICIANS service as described by a CPT-4 procedure code.

2. HOSPITAL shall prepare an accounting to CORPORATION at the end of each month. Said accounting shall contain a reconciliation of charges and HOSPITAL computation of payment due CORPORATION by multiplying the volume of each physician charge for professional service provided by PHYSICIAN by the charge for each service. The sum of charges as computed shall be defined as Professional Fees.

B. The CORPORATION shall pay the BOARD an Administrative Fee equal to the sum of the following:

1. Professional, courtesy or similar discount extended to patients by the CORPORATION.

2. Bad Debts and uncollectibles, which such uncollectible fees shall include, without limitation, those which have been disallowed in whole or in part by third-party payors and which are not otherwise collectible from the patient whether such collection is barred by applicable law and regulation or is due to the insolvency of the said patient.

3. The BOARD's carrying cost for Professional Fees paid to the CORPORATION in advance of receipt of the same by the BOARD and

4. Actual clerical, computer and other like expenses of billing.

The initial Administrative Fee shall be deemed to be thirty-five percent (35%) of the Professional Fees, but the amount of the Administrative Fee shall be adjusted periodically in light of the actual amount of the foregoing costs. The Administrative Fee shall be payable at the time that the Professional Fees are payable to the CORPORATION and may be held out of such Professional Fees by the BOARD.

C. It is the intent of both parties that the financial positions under the predecessor agreement shall not be worsened relative to the terms of this Agreement and that neither party shall subsidize the other party.

D. Should Agreement be terminated by either party, HOSPITAL shall:

a. Render CORPORATION an accounting and payment of any monies due.

b. Retain accounts receivable for professional services generated under this Agreement and shall collect and retain monies from said receivables.

6.03. **PAYMENT.** HOSPITAL shall render the accounting and make payment to CORPORATION on or before the 15th day of each month for services rendered to patients by CORPORATION the previous month. Payments shall be made as specified in Section 6.02.

6.04. **RELEASE OF AGREEMENT/CHARGE INFORMATION.** A copy of this agreement and charges may be provided to Blue Cross/Blue Shield; the financial intermediary for Medicare; and to the State of Alabama intermediary for Medicaid.

7.01. **COMPLIANCE WITH THIRD PARTY PAYOR REQUIREMENTS.** The CORPORATION recognizes that the BOARD is a participant in various third party payment programs, including, without limitation, Medicare and Medicaid programs, which participation is essential to the financial viability of the BOARD. The CORPORATION shall use its reasonable efforts to fully cooperate with the BOARD and provide assistance to the BOARD to the end that the BOARD will be able to meet

all requirements for participation and payment associated with any such third party payment program. Further, until the expiration of four years after the furnishing of services provided under the Agreement, the CORPORATION will make available to the Secretary, United States Department of Health and Human Services and the United States Comptroller General, and their representatives, the Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services. If the CORPORATION carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with an organization or individuals, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to its books and records.

8.01. ASSIGNMENT. During the term of this Agreement, CORPORATION shall have no right to assign any part of CORPORATION's interest and responsibilities hereunder without first obtaining the written consent of BOARD.

8.02. TERM OF AGREEMENT. The Agreement shall become effective on April 1, 1988 for an initial term of fifteen (15) months therefrom and shall be automatically renewed for successive periods of two (2) years thereafter subject, however, to Sections 8.03 and 8.04.

8.03. REVIEW. Beginning with the 90th day prior to the end of the initial or any renewal terms thereof, any other provision of this Agreement shall be subject to review at the request of either party hereto. During this review period the parties agree to use their best efforts to meet together at mutually agreeable times for the review and, if necessary, renegotiation of the applicable provisions hereof. If the parties agree to modification of this Agreement, such modifications shall be incorporated herein by amendment as hereinafter provided, such amendments to become effective on the date stipulated therein. In the event the parties do not agree to modifications of this Agreement, this Agreement shall continue in effect without modifications until terminated in accordance with the provisions herein.

8.04. TERMINATION. This Agreement may be sooner terminated on the first to occur of the following:

a. **Termination by Mutual Agreement.** In the event BOARD and Corporation mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

b. **Termination by BOARD.** BOARD shall be entitled to terminate this Agreement if (i) CORPORATION defaults in the performance of any material term or terms of this Agreement and such default continues uncured thirty (30) days after written notice of such default is received by CORPORATION from BOARD, or (ii) CORPORATION shall apply for or consent to the appointment of a receiver, trustee or liquidator of CORPORATION or of all or a substantial part of CORPORATION's assets or admit in writing its inability to pay CORPORATION's debts as they become due or make a general assignment for the

benefit of creditors.

c. **Termination by CORPORATION.** CORPORATION shall be entitled to terminate this Agreement if (i) BOARD defaults in the performance of any material term or terms of this Agreement and such default continues uncured thirty (30) days after written notice of such default is received by BOARD from CORPORATION, or (ii) the DEPARTMENT or any portion thereof shall be damaged or destroyed by fire or other casualty and if Board fails to commence repairing, restoring, rebuilding or replacing any such damage or destruction within thirty (30) days after such fire or other casualty, or shall fail to complete such work within a reasonable period of time.

d. **Optional Termination.** If either party shall, with or without cause, give to the other at least one hundred twenty (120) days advance written notice, this Agreement shall terminate on the future date specified in such notice.

8.05. EFFECTS OF TERMINATION. Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (a) obligations occurring prior to the date of termination and (b) obligations, promises or covenants contained herein that are expressly made to extend beyond the term of this Agreement.

8.06 CONTENT AND AMENDMENT. This agreement contains all of the agreements and conditions made between the parties with reference to CORPORATIONS' association with BOARD and may not be amended except in writing signed by all of the parties hereto.

8.07. NOTICES. Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

A. TO CORPORATION:

Alabama Emergency Room Administrative Services, P.C.
c/o John D. Moorehouse, M.D.
2231 Old Pike Road
Pike Road, Alabama 36064

B. TO BOARD:

Administrator
Northeast Alabama Regional Medical Center
Post Office Box 2208
Anniston, Alabama 36202

8.08. SEVERABILITY. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

8.09. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.10. **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. All duties and obligations of the parties created hereunder are performable in Calhoun County, Alabama, and Calhoun County, Alabama shall be the sole and exclusive venue for any litigation, special proceedings, or other proceedings as between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

8.11. **WAIVER OR BREACH.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

8.12. **ENFORCEMENT.** In the event either party resorts to legal actions to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees.

8.13. **ADDITIONAL ASSURANCES.** The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as are necessary to effectuate this Agreement.

8.14. **FORCE MAJEURE.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement, or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

8.15. **AMENDMENTS AND AGREEMENT EXECUTION.** This Agreement and amendments thereto shall be in writing and executed in multiple copies on behalf of CORPORATION by its President with respect to such execution and on behalf of BOARD by its Administrator. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

8.16. **ENTIRE AGREEMENT.** This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No oral statement or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become

effective on the date stipulated in such amendments. Both parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Emergency Care Agreement in multiple originals on this the 1 day of April, 1988.

REGIONAL MEDICAL CENTER BOARD:

BY:

Allen Fletcher
ALLEN FLETCHER
ADMINISTRATOR

Attest:

[Signature]

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

BY:

John D. Moorehouse
JOHN D. MOOREHOUSE, M.D.
Medical Director and
Chief Executive Officer

Attest:

[Signature]

GL#	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
424	9994245	VOID CARD	.00	5	00		
3	8223109	\$ERTEBRAL BODIES FX	65.00	X	47	0000000	981
4	8706841	\$EBO SKN PTL THICKNE	35.00	X	47	0011040	981
5	8131013	\$R NK LACERATE 2.5-7.5	122.00	X	47	0013101	981
6	8700601	\$INGER TIP GRAFT	225.00	X	47	0015050	981
7	8700817	\$ROCTOSCOPIE EXAM	63.75	X	47	0045300	981
8	8906000	\$MT CONSULTATION	50.00	X	47	0090600	981
9	8906059	\$INTERMEDIATE CONSULT	60.00	X	47	0090605	981
10	8906109	\$CONSULTATION EXTEND	65.00	X	47	0090610	981
11	8906208	\$OMPREHENSIVE CONSOL	80.00	X	47	0090620	981
12	8930422	\$EW PAT ECG INTERP	15.00	X	47	0093042	981
13	8932733	\$KG MONITOR	40.00	X	47	0093273	981
14	8990541	\$DD SUNDAY/HOLIDAY	20.00	X	47	0099054	981
15	8991556	\$EW PAT. MED MGT CNSL	30.00	X	47	0099155	981
16	8100000	I&D SEBACEOUS CYST	37.00	X	47	1000000	981
17	8700882	I&D SEBACEOUS CYST	18.00	X	47	1000050	981
18	8700064	I&D SEBAC CYST-PREMT	23.00	X	47	1000056	981
19	8100018	SEB CYST 2ND LESION	25.00	X	47	1000100	981
20	8100034	I&D SEBACEOUS CYST	47.00	X	47	1000300	981
21	8700866	I&D SEBACEOUS CYST	23.00	X	47	1000350	981
22	8100208	I&D CF FURUNCLE	40.00	X	47	1002000	981
23	8700874	I&D CF FURUNCLE	20.00	X	47	1002050	981
24	8700056	I&D FURUNCLE-PREMGNT	25.00	X	47	1002056	981
25	8100604	I&D ABSCESS SIMPLE	40.00	X	47	1006000	981
26	8700890	I&D ABSCESS SIMPLE	20.00	X	47	1006050	981
27	8700510	I&D ABSCESS-PREMGNT	40.00	X	47	1006056	981
28	8100612	I&D ABSCESS CMPX MEDVT	78.00	X	47	1006100	981

E.S. PHYSICIAN CHA

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8700908	I&D	ABSCCESSCMPXEMEDVT	39.00	X	47	1006150	981
8100802	I&D	PILONIDAL CYST	62.00	X	47	1008000	981
8700916	I&D	PILONIDAL CYST	31.00	X	47	1008050	981
8101008	I&D	PARONYCHIA	45.00	X	47	1010000	981
8700924	I&D	PARONYCHIA	22.00	X	47	1010050	981
8101206	INC&REM	FORGN BODY	45.00	X	47	1012000	981
8700932	INC&REM	FORGN BODY	22.00	X	47	1012050	981
8101214	FORGN BODY	REM COMP	118.00	X	47	1012100	981
8700940	FORGN BODY	REM COMP	59.00	X	47	1012150	981
8101404	I&D	HEMATOMA SIMPLE	41.00	X	47	1014000	981
8700957	I&D	HEMATOMA SIMPLE	20.00	X	47	1014050	981
8101602	PUNCTURE	ABSCCESS	37.00	X	47	1016000	981
8700965	PUNCTURE	ABSCCESS	18.00	X	47	1016050	981
8700049	PUNCT	ABSCCESS PREMGT	40.00	X	47	1016056	981
8700973	ABRASION	DEBRIDEMENT	40.00	X	47	1104000	981
8700981	ABRASION	DEBRIDEMENT	20.00	X	47	1104050	981
8700858	\$EBD	SKN PTL THIC RE	20.00	X	47	1104056	981
8117301	AVULSION	NAIL PLATE	54.00	X	47	1173000	981
8700999	AVULSION	NAIL PLATE	27.00	X	47	1173050	981
8700700	AVUL	NAIL PLATE SING	25.00	X	47	1173056	981
8117319	AVUL	2ND NAIL PLATE	25.00	X	47	1173100	981
8117327	AVUL	EA ADD NAIL PLT	26.00	X	47	1173200	981
8117400	EVAC	SUBUNGUAL HEMAT	36.00	X	47	1174000	981
8701005	EVAC	SUBUNGUAL HEMAT	18.00	X	47	1174050	981
8117608	RECONSTRUCT	NAIL BED	52.00	X	47	1176000	981
8701013	RECONSTRUCT	NAIL BED	26.00	X	47	1176050	981
8117624	RECONST	NAIL BED-COM	230.00	X	47	1176200	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8701021		RECONST NAIL BED-CCM	115.00	X	47	1176250	981
8120016		LACERATION TO 2.5CM	46.00	X	47	1200100	981
8701039		LACERATION TO 2.5CM	23.00	X	47	1200150	981
8700445		TRUNK REPAIR TO 2.5	31.00	X	47	1200156	981
8120024		LACERATION 2.5-7.5CM	59.00	X	47	1200200	981
8701047		LACERATION 2.5-7.5CM	29.00	X	47	1200250	981
8700437		TRUNK REPAIR 2.5-7.5	37.00	X	47	1200256	981
8120040		LACERATION 7.5-12.5CM	79.00	X	47	1200400	981
8701054		LACERATION 7.5-12.5CM	39.00	X	47	1200450	981
8700429		TRUNK REPAIR 7.5-12.5	37.00	X	47	1200456	981
8120057		LACERATION-12.5-20CM	102.00	X	47	1200500	981
8701062		LACERATION-12.5-20CM	51.00	X	47	1200550	981
8120065		20CM TO 30CM SI LAC	210.00	X	47	1200600	981
8701070		20CM TO 30CM SI LAC	105.00	X	47	1200650	981
8120073		LACERATION OVER 30CM	254.00	X	47	1200700	981
8701088		LACERATION OVER 30CM	127.00	X	47	1200750	981
8120115		FACE LACERATION 2.5CM	54.00	X	47	1201100	981
8701096		FACE LACERATION 2.5CM	27.00	X	47	1201150	981
8700411		FACE REPAIR TO 2.5CM	39.00	X	47	1201156	981
8120131		FACE LACERATE 2.5-5CM	79.00	X	47	1201300	981
8701104		FACE LACERATE 2.5-5CM	39.00	X	47	1201350	981
8700403		FACE REPAIR 2.5-5.0	39.00	X	47	1201356	981
8120149		FACE LACERATE 5-7.5CM	101.00	X	47	1201400	981
8701112		FACE LACERATE 5-7.5CM	50.00	X	47	1201450	981
8120156		FACE LACER 7.5-12.5CM	114.00	X	47	1201500	981
8701120		FACE LACER 7.5-12.5CM	57.00	X	47	1201550	981
8120164		FACE LACER 12.5-20 CM	160.00	X	47	1201600	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8701138		FACELACER 12.5-20CM	80.00	X	47	1201650	981
8120172		FACELACERATE 20-30CM	200.00	X	47	1201700	981
8701146		FACELACERATE 20-30CM	100.00	X	47	1201750	981
8120180		FACE LACERATION 30CM	215.00	X	47	1201800	981
8701153		FACE LACERATION 30CM	107.00	X	47	1201850	981
8120313		LACERATION REPAIR 2.5	69.00	X	47	1203100	981
8701161		LACERATION REPAIR 2.5	34.00	X	47	1203150	981
8700395		TRUNK WOUND TO 2.5CM	35.00	X	47	1203156	981
8120321		LACERATE RPR 2.5-7.5	96.00	X	47	1203200	981
8701179		LACERATE RPR 2.5-7.5	48.00	X	47	1203250	981
8120347		LACERATION 7.5-12.5	132.00	X	47	1203400	981
8701187		LACERATION 7.5-12.5	66.00	X	47	1203450	981
8120354		LACERATION 12.5-20CM	205.00	X	47	1203500	981
8701195		LACERATION 12.5-20CM	102.00	X	47	1203550	981
8120362		LACERATION 20-30CM	255.00	X	47	1203600	981
8701203		LACERATION 20-30CM	127.00	X	47	1203650	981
8120370		LACERATION OVER 30CM	275.00	X	47	1203700	981
8701211		LACERATION OVER 30CM	137.00	X	47	1203750	981
8120412		LACERATION UP TO 2.5	63.00	X	47	1204100	981
8701229		LACERATION UP TO 2.5	31.00	X	47	1204150	981
8700387		NECK LACERATE TO 2.5	40.00	X	47	1204156	981
8120420		LACERATION 2.5-7.5CM	94.00	X	47	1204200	981
8701237		LACERATION 2.5-7.5CM	47.00	X	47	1204250	981
8120446		LACERATION 7.5-12.5C	107.00	X	47	1204400	981
8701245		LACERATION 7.5-12.5C	53.00	X	47	1204450	981
8120453		LACERATION 12.5-20.0	120.00	X	47	1204500	981
8701252		LACERATION 12.5-20.0	60.00	X	47	1204550	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8120461		LACERATION 20CM-30CM	175.00	X	47	1204600	981
8701260		LACERATION 20CM-30CM	87.00	X	47	1204650	981
8120479		LACERATION OVER 30CM	200.00	X	47	1204700	981
8701278		LACERATION OVER 30CM	100.00	X	47	1204750	981
8120511		FACE LACERATE 2.5CM	104.00	X	47	1205100	981
8701286		FACE LACERATE 2.5CM	52.00	X	47	1205150	981
8700379		FACE LACERATE TO 2.5	55.00	X	47	1205156	981
8120529		FACE LACER 2.5-5CM	134.00	X	47	1205200	981
8701294		FACE LACER 2.5-5CM	67.00	X	47	1205250	981
8120537		FACE LACERATE 5-7.5	160.00	X	47	1205300	981
8701302		FACE LACERATE 5-7.5	80.00	X	47	1205350	981
8120545		FACE LACER 7.5-12.5	185.00	X	47	1205400	981
8701313		FACE LACER 7.5-12.5	92.00	X	47	1205450	981
8120552		FACE LACERATE 12.5-20	210.00	X	47	1205500	981
8701328		FACE LACERATE 12.5-20	105.00	X	47	1205550	981
8120560		20CM TO 30CM LY CLO	305.00	X	47	1205600	981
8701336		20CM TO 30CM LY CLO	152.00	X	47	1205650	981
8120578		FACE LACERATE 30CM	415.00	X	47	1205700	981
8701344		FACE LACERATE 30CM	207.00	X	47	1205750	981
8131005		TRNK LACERATE 2.5CM	121.00	X	47	1310000	981
8701351		TRNK LACERATE 2.5CM	60.00	X	47	1310050	981
8131203		COMP SCLP 1.0-2.5CM	146.00	X	47	1312000	981
8701369		COMP SCLP 1.0-2.5CM	73.00	X	47	1312050	981
8131211		COMP SCLP 2.5-7.5CM	244.00	X	47	1312100	981
8701377		COMP SCLP 2.5-7.5CM	122.00	X	47	1312150	981
8131310		COMP LACERATE 2.5CM	170.00	X	47	1313100	981
8701385		COMP LACERATE 2.5CM	85.00	X	47	1313150	981

CL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8131328	CXLACNKHDSFT2.5 7.5		335.00	X	47	1313200	981
8701393	CXLACNKHDSFT2.5 7.5		167.00	X	47	1313250	981
8700585	COMPLEX REPAIR-WCUND		240.00	X	47	1313252	981
8131500	RPR LACERATE 1.0CM		122.00	X	47	1315000	981
8701401	RPR LACERATE 1.0CM		61.00	X	47	1315050	981
8131518	RPR LACERATE 1.0-2.5		210.00	X	47	1315100	981
8701419	RPR LACERATE 1.0-2.5		105.00	X	47	1315150	981
8131526	25 TO 75 CX LAC FACE		365.00	X	47	1315200	981
8701427	25 TO 75 CX LAC FACE		182.00	X	47	1315250	981
8700593	COMPLEX REPAIR-25-75		260.00	X	47	1315252	981
8133001	COMP UNUSUAL 7.5OVER		445.00	X	47	1330000	981
8701435	COMP UNUSUAL 7.5OVER		222.00	X	47	1330050	981
8150500	PINCH GRAFT		155.00	X	47	1505000	981
8701443	PINCH GRAFT		77.00	X	47	1505050	981
8160004	BURN 1ST DEGREE		40.00	X	47	1600000	981
8701450	BURN 1ST DEGREE		20.00	X	47	1600050	981
8700031	BURN-1ST DEGREE-MGMT		16.00	X	47	1600056	981
8160103	BURN WITH ANESTHESIA		44.00	X	47	1601000	981
8701468	BURN WITH ANESTHESIA		22.00	X	47	1601050	981
8160152	BURN MED/LARGE ANEST		146.00	X	47	1601500	981
8701476	BURN MED/LARGE ANEST		73.00	X	47	1601550	981
8160202	BURN W/O ANESTHESIA		33.00	X	47	1602000	981
8701484	BURN W/O ANESTHESIA		19.00	X	47	1602050	981
8700023	BURN-PREP MGMT		16.00	X	47	1602056	981
8160251	BURN MED W/O ANESTH		43.00	X	47	1602500	981
8701492	BURN MED W/O ANESTH		21.00	X	47	1602550	981
8160301	BURN LG W/O ANESTH		56.00	X	47	1603000	981

GL#	SERVICE CCDE	DESCRIPTION	PRICE	N/C	INS	C.P.T. CODE	UB82 CODE
8701500	BURN LG W/D ANESTH		28.00	X	47	1603050	981
8200008	GEN INCISION ABSCESS		52.00	X	47	2000000	981
8701518	GEN INCISION ABSCESS		26.00	X	47	2000050	981
8200057	I&D SOFT TISSUE ABSCESS		30.00	X	47	2000500	981
8701526	I&D SOFT TISSUE ABSCESS		15.00	X	47	2000550	981
8205205	INCISE REM FB MUSCL		56.00	X	47	2052000	981
8701534	INCISE REM FB MUSCL		28.00	X	47	2052050	981
8205502	INJ TENDON-LIG-TRIGG		30.00	X	47	2055000	981
8701542	INJ TENDON-LIG-TRIGG		15.00	X	47	2055050	981
8206005	ARTHROCENTESIS SMALL		36.00	X	47	2060000	981
8701559	ARTHROCENTESIS SMALL		18.00	X	47	2060050	981
8206054	INTER JOINT OR BURSA		31.00	X	47	2060500	981
8701567	INTER JOINT OR BURSA		15.00	X	47	2060550	981
8206104	MAJOR JOINT OR BURSA		32.00	X	47	2061000	981
8701575	MAJOR JOINT OR BURSA		16.00	X	47	2061050	981
8700791	SKULL FRACTURES		90.00	X	47	2130000	981
8701583	SKULL FRACTURES		45.00	X	47	2130050	981
8700759	SKULL FRACTURE		65.00	X	47	2130052	981
8213100	NASAL FRACTURE		45.00	X	47	2131000	981
8701591	NASAL FRACTURE		22.00	X	47	2131050	981
8700833	TMJ DISLOCATION UNC		119.00	X	47	2148000	981
8701609	TMJ DISLOCATION UNC		59.00	X	47	2148050	981
8700775	RIB FX CLO EACH		124.00	X	47	2180000	981
8701617	RIB FX CLO EACH		62.00	X	47	2180050	981
8700783	RIB FX CLOSED EACH		40.00	X	47	2180052	981
8700767	STERNUM FX CLOSED		65.00	X	47	2182000	981
8235004	CLOSED CLAVICULAR FX		160.00	X	47	2350000	981

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8701625		CLOSED CLAVICULAR FX	89.00	X	47	2350050	981
8235053		CLAV FRACTRE MANIPUL	220.00	X	47	2350500	981
8701633		CLAV FRACTRE MANIPUL	110.00	X	47	2350550	981
8235301		STERNOCLAVICULAR	60.00	X	47	2353000	981
8235400		CLS ACROMIOCLAVICULAR	60.00	X	47	2354000	981
8235707		CLOS SCAPULAR FRACTRE	142.00	X	47	2357000	981
8236002		CLOSED HUMERAL FRACTRE	60.00	X	47	2360000	981
8236200		CLOS TUBEROS FRACTRE	142.00	X	47	2362000	981
8236507		CLS SHOULDER DISLOC	290.00	X	47	2365000	981
8701641		CLS SHOULDER DISLOC	145.00	X	47	2365050	981
8236556		CLS SHLDR DISL ANES	365.00	X	47	2365500	981
8701658		CLS SHLDR DISL ANES	182.00	X	47	2365550	981
8239311		GEN I&D INFECT BURSA	51.00	X	47	2393100	981
8701666		GEN I&D INFECT BURSA	25.00	X	47	2393150	981
8245003		CLS HUMRL SHFT FRACT	310.00	X	47	2450000	981
8245300		CLS SUPRACONDYLAR	315.00	X	47	2453000	981
8700726		RX CLO SUPRACOND FX	40.00	X	47	2453056	981
8245607		CLS EPICONDYLAR FRAC	180.00	X	47	2456000	981
8700361		EPICONDYLAR FX-PREMT	40.00	X	47	2456056	981
8246001		CLS ELBOW DISLOCATE	155.00	X	47	2460000	981
8246050		ELBOW DISLOC ANESTH	310.00	X	47	2460500	981
8246407		RADIAL HEAD SUBLUXAT	73.00	X	47	2464000	981
8701674		RADIAL HEAD SUBLUXAT	36.00	X	47	2464050	981
8700734		FX RADIAL HD SUB MV	40.00	X	47	2464056	981
8246506		RAD HEAD-NECK FRACT	74.00	X	47	2465000	981
8700353		RADIAL HEAD/NECK-PRE	40.00	X	47	2465056	981
8246704		CLS ULNAR FRACTURE	130.00	X	47	2467000	981

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8700346	ULNAR FX-PRGX-PREMGT	40.00	X	47	2467056	981	
8255002	RX CLOSED RADIAL SH	235.00	X	47	2550000	981	
8700742	CLC RADIAL FX MV	40.00	X	47	2550056	981	
8255309	CLS ULNAR SHAFT FRAC	190.00	X	47	2553000	981	
8700338	ULNAR SHAFT FX-PREMT	40.00	X	47	2553056	981	
8255606	CLS RAD-ULNAR SHAFT	265.00	X	47	2556000	981	
8700320	RADIAL-ULNAR FX-PRE	40.00	X	47	2556056	981	
8256000	DISTAL RADIAL FRAC	74.00	X	47	2560000	981	
8700312	DISTAL RADIAL FX-PRE	40.00	X	47	2560056	981	
8256307	CLS CARPAL BONE FRAC	70.00	X	47	2563000	981	
8700304	CARPAL BONE FX-PREMT	40.00	X	47	2563056	981	
8260101	DRAIN FINGER ABSCESS	52.00	X	47	2601000	981	
8701682	DRAIN FINGER ABSCESS	26.00	X	47	2601050	981	
8260119	I&D FINGER ABSC COMP	113.00	X	47	2601100	981	
8701690	I&D FINGER ABSC COMP	56.00	X	47	2601150	981	
8260606	TENOTOMY PER DIGIT	230.00	X	47	2606000	981	
8701708	TENOTOMY PER DIGIT	115.00	X	47	2606050	981	
8262404	RADIAL HEAD SUBLV AT	50.00	X	47	2624056	981	
8264103	EXTENSOR REPAIR HAND	260.00	X	47	2641000	981	
8701716	EXTENSOR REPAIR HAND	130.00	X	47	2641050	981	
8266009	CLS METACARPAL FRACT	165.00	X	47	2660000	981	
8700155	METACARPAL FX-PREMGT	40.00	X	47	2660056	981	
8266058	METACARP MANIP/BONE	270.00	X	47	2660500	981	
8266454	CLS CARPOMET FX	220.00	X	47	2664500	981	
8267007	METACARPO DIS MANIP	102.00	X	47	2670000	981	
8701724	METACARPODIS MANIP	51.00	X	47	2670050	981	
8700163	METACARPOPHAL-PREMGT	40.00	X	47	2670056	981	

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8267205	CLS PHALANGEAL SHAFT	112.00	X	47	2672000	981	
8701732	CLS PHALANGEAL SHAFT	56.00	X	47	2672050	981	
8700171	PHALANGEAL FX-PREMG	50.00	X	47	2672056	981	
8267254	PHALANGEAL MANIP EA	180.00	X	47	2672500	981	
8701740	PHALANGEAL MANIP EA	90.00	X	47	2672550	981	
8267502	DISTAL PHAL MANIP EA	83.00	X	47	2675000	981	
8701757	DISTAL PHAL MANIP EA	44.00	X	47	2675050	981	
8267551	CLC DST PHA FX MANIP	102.00	X	47	2675500	981	
8701765	CLC DST PHA FX MANIP	51.00	X	47	2675550	981	
8702623	JOINT DISLOCATION	160.00	X	47	2678000	981	
8270886	FB REMOVAL COMPLICATE	335.00	X	47	2708800	981	
8701773	FB REMOVAL COMPLICATE	167.00	X	47	2708850	981	
8272007	COCCYX FRACTURE	255.00	X	47	2720000	981	
8701781	COCCYX FRACTURE	127.00	X	47	2720050	981	
8272106	PELVIC FRACTURE	65.00	X	47	2721000	981	
8700809	PELVIC FRACTURE	40.00	X	47	2721052	981	
8272205	HIP SOCKET FRACTURE	65.00	X	47	2722000	981	
8700536	HIP SOCKET FX-PREMG	40.00	X	47	2722056	981	
8272304	FEMORAL FRACTURE	65.00	X	47	2723000	981	
8700544	FEMORAL FX-PREMG	40.00	X	47	2723056	981	
8272387	HIP FRACTURE, CLOSED	65.00	X	47	2723800	981	
8700551	PERTRO FEMORAL-PREMG	40.00	X	47	2723856	981	
8275000	FEMORAL SHAFT FX	65.00	X	47	2750000	981	
8700569	FEMORAL REF-PREMG	40.00	X	47	2750056	981	
8275208	CLS PATELLAR FRACTRE	74.00	X	47	2752000	981	
8700189	PATELLAR FX-PREMG	40.00	X	47	2752056	981	
8275380	INTERCONDYLAR SPINE	74.00	X	47	2753800	981	

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8700197		INTERCONDILAR-PREMG	40.00	X	47	2753856	981
8275505		CLS KNEE DISLOCATION	435.00	X	47	2755000	981
8275604		CLS PATELLAR DISLOC	180.00	X	47	2756000	981
8701799		CLS PATELLAR DISLOC	90.00	X	47	2756050	981
8700205		PATELLAR DISC PREMG	40.00	X	47	2756056	981
8275620		PATELLAR DIS ANESTH	180.00	X	47	2756200	981
8701807		PATELLAR DIS ANESTH	90.00	X	47	2756250	981
8277501		CLS TIBIAL SHAFT FX	74.00	X	47	2775000	981
8700692		CLD TIB SH FX MANIP	40.00	X	47	2775056	981
8277600		DISTAL TIBIAL FRACTR	74.00	X	47	2776000	981
8700221		DISTAL TIBIAL FX-PRE	40.00	X	47	2776056	981
8277808		CLS PROXIMAL FIBULAR	74.00	X	47	2778000	981
8700239		PROXIMAL FIBULA-PREM	40.00	X	47	2778056	981
8277865		CLS DISTAL FIBULA FX	305.00	X	47	2778600	981
8700247		DISTAL FIBULAR-PREMI	40.00	X	47	2778656	981
8278004		CLS TIBIA-FIBULA FX	360.00	X	47	2780000	981
8700254		TIBIA-FIBIA FX-PREMI	40.00	X	47	2780056	981
8278087		CLS BIMALLELR ANKL FX	74.00	X	47	2780800	981
8700262		BIMALLEOLAR ANKLE	40.00	X	47	2780856	981
8278160		TRIMALLECLAR ANKL FX	74.00	X	47	2781600	981
8700270		TRIMALLECLAR ANKLE	40.00	X	47	2781656	981
8278301		PRCX TIBIOFIB JT DIS	74.00	X	47	2783000	981
8700288		PRCX TIBIOFIBULAR	40.00	X	47	2783056	981
8278400		ANKLE DISLOCATION	255.00	X	47	2784000	981
8700684		ANKLE DISLOC REFERRAL	40.00	X	47	2784056	981
8278426		ANKLE DISLOC ANESTH	305.00	X	47	2784200	981
8284002		CLS CALCANEAL FRACTR	260.00	X	47	2840000	981

CL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8700072		CALCANEAL FX-PREMGMT	40.00	X	47	2840056	981
8284309		CLS TALUS FRACTURE	265.00	X	47	2843000	981
8700676		RX CLO TALUS FX REF	40.00	X	47	2843056	981
8284507		CLS TARSAL BONE FX	200.00	X	47	2845000	981
8700296		TARSAL BONE FX-PREMT	40.00	X	47	2845056	981
8284705		CLS METATARSAL FRACT	265.00	X	47	2847000	981
8700148		METATARSAL FX-PREMGMT	40.00	X	47	2847056	981
8284903		CLS FRACT GREAT TOE	83.00	X	47	2849000	981
8700130		FRACTURE TOE-PREMGMT	40.00	X	47	2849056	981
8285108		FX PHALANX OTHER TOE	126.00	X	47	2851000	981
8285405		TARSAL BONE DISLOC	200.00	X	47	2854000	981
8700122		TARSAL BONE-PRE MGMT	40.00	X	47	2854056	981
8285702		TALOTARSAL JT DISLOC	335.00	X	47	2857000	981
8700114		TALOTARSAL JNT-PREMT	40.00	X	47	2857056	981
8286007		TARSCMETATARSAL DIS	85.00	X	47	2860000	981
8700106		TARSCMETA JNT-PREMGMT	40.00	X	47	2860056	981
8286304		METARSCPHLANG DISLOC	59.00	X	47	2863000	981
8700098		METATARSC JNT-PREMGMT	40.00	X	47	2863056	981
8286601		INTERPHALANGEAL DIS	51.00	X	47	2866000	981
8701815		INTERPHALANGEAL DIS	25.00	X	47	2866050	981
8700080		INTERPHAL JNT-PREMGMT	40.00	X	47	2866056	981
8286700		INTERPHA CLO JT ANES	127.00	X	47	2867000	981
8701823		INTERPHA CLO JT ANES	63.00	X	47	2867050	981
8290553		SHOULDER SPICA	51.00	X	47	2905500	981
8701831		SHOULDER SPICA	25.00	X	47	2905550	981
8290652		LONG ARM CAST/STRAP	103.00	X	47	2906500	981
8701849		LONG ARM CAST/STRAP	51.00	X	47	2906550	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
1	8290751	SHORT ARM CAST/STRAP	79.00	X	47	2907500	981
3	8701856	SHORT ARM CAST/STRAP	39.00	X	47	2907550	981
4	8290850	GAUNTLET CAST/STRAP	72.00	X	47	2908500	981
5	8701864	GAUNTLET CAST/STRAP	36.00	X	47	2908550	981
7	8291056	CAST LONG ARM SPLINT	87.00	X	47	2910500	981
8	8701872	CAST LONG ARM SPLINT	43.00	X	47	2910550	981
10	8291254	CAST SHORT ARM SPLIN	29.00	X	47	2912500	981
11	8701880	CAST SHORT ARM SPLIN	14.00	X	47	2912550	981
12	8291304	EXPLI/FINGER SPL IND	27.00	X	47	2913000	981
13	8701898	EXPLI/FINGER SPL IND	13.00	X	47	2913050	981
14	8700650	APPLI FINGER SPL STA	21.00	X	47	2913056	981
15	8292005	STRAPPING LOW BACK	33.00	X	47	2920000	981
16	8701906	STRAPPING LOW BACK	16.00	X	47	2920050	981
17	8292401	STRAPPING SHOULDER	31.00	X	47	2924000	981
18	8701914	STRAPPING SHOULDER	15.00	X	47	2924050	981
19	8293656	CYLINDER CAST	123.00	X	47	2936500	981
20	8701922	CYLINDER CAST	61.00	X	47	2936550	981
21	8294050	SHORT LEG CAST	97.00	X	47	2940500	981
22	8701930	SHORT LEG CAST	48.00	X	47	2940550	981
23	8294407	ADDING WALKER T/CAST	20.00	X	47	2944000	981
24	8701948	ADDING WALKER T/CAST	10.00	X	47	2944050	981
25	8295057	LONG LEG SPLINT	60.00	X	47	2950500	981
26	8701951	LONG LEG SPLINT	30.00	X	47	2950550	981
27	8295156	SHORT LEG SPLINT	45.00	X	47	2951500	981
28	8701963	SHORT LEG SPLINT	22.00	X	47	2951550	981
29	8295206	STRAPPING HIP	77.00	X	47	2952000	981
30	8701971	STRAPPING HIP	38.00	X	47	2952050	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
1	8295305	KNEE IMMOBILIZER	39.00	X	47	2953000	981
2	8701989	KNEE IMMOBILIZER	19.00	X	47	2953050	981
3	8303000	REMOVE FOREIGN BODY	42.00	X	47	3030000	981
4	8701997	REMOVE FOREIGN BODY	21.00	X	47	3030050	981
5	8309031	NASAL HEMORRHAGE CTL	93.00	X	47	3090300	981
6	8702003	NASAL HEMORRHAGE CTL	46.00	X	47	3090350	981
7	8700528	NASAL HEMORRHAGE	20.00	X	47	3090356	981
8	8309056	NASAL HEMORRHAGE POST	185.00	X	47	3090500	981
9	8702011	NASAL HEMORRHAGE POST	92.00	X	47	3090550	981
10	8310005	SINUS LAVAGE CANNULA	41.00	X	47	3100000	981
11	8702029	SINUS LAVAGE CANNULA	20.00	X	47	3100050	981
12	8310013	SINUS BILAT LAVAGE	67.00	X	47	3100100	981
13	8702037	SINUS BILAT LAVAGE	33.00	X	47	3100150	981
14	8315004	INTUB ENDOT EMERGE	155.00	X	47	3150000	981
15	8702045	INTUB ENDOT EMERGE	77.00	X	47	3150050	981
16	8700619	INTUB W OTHER PROCEED	103.00	X	47	3150052	981
17	8315053	LARYNGOSCOPY INDIRECT	50.00	X	47	3150500	981
18	8702052	LARYNGOSCOPY INDIRECT	25.00	X	47	3150550	981
19	8315111	LARYNGOSCOPY-FOR BOD	155.00	X	47	3151100	981
20	8702060	LARYNGOSCOPY-FOR BOD	77.00	X	47	3151150	981
21	8315301	LARYNGOSCOPY OPERATE	415.00	X	47	3153000	981
22	8702078	LARYNGOSCOPY OPERATE	207.00	X	47	3153050	981
23	8316010	TRACHEOSTOMY 2 YEARS	565.00	X	47	3160100	981
24	8702086	TRACHEOSTOMY 2 YEARS	282.00	X	47	3160150	981
25	8702631	TRACHEOSTOMY PLAN ED	246.00	X	47	3160300	981
26	8702094	TRACHEOSTOMY PLAN ED	123.00	X	47	3160350	981
27	8316051	CRICOTHYROID MEMBRAN	845.00	X	47	3160500	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
1	8702102	CRICCTHYROID MEMBRAN	422.00	X	47	3160550	981
2	8320004	THORACENTESIS PUNCTR	103.00	X	47	3200000	981
3	8702110	THORACENTESIS PUNCTR	51.00	X	47	3200050	981
4	8320202	TUBE THORACOSTOMY	270.00	X	47	3202000	981
5	8702128	TUBE THORACOSTOMY	135.00	X	47	3202050	981
6	8321606	OPEN CHEST CARDIAC	1,180.00	X	47	3216000	981
7	8702136	OPEN CHEST CARDIAC	590.00	X	47	3216050	981
8	8330102	PERICARDIOCENTESIS	102.00	X	47	3301000	981
9	8702144	PERICARDIOCENTESIS	51.00	X	47	3301050	981
10	8332108	PACEMAKER INSERTION	385.00	X	47	3321000	981
11	8702151	PACEMAKER INSERTION	192.00	X	47	3321050	981
12	8339996	CARDIAC SURGERY	246.00	X	47	3399900	981
13	8360000	ADLT INTRACATH	41.00	X	47	3600000	981
14	8702169	ADLT INTRACATH	20.00	X	47	3600050	981
15	8360109	CATH SUP/INF VENACAV	305.00	X	47	3601000	981
16	8702177	CATH SUP/INF VENACAV	152.00	X	47	3601050	981
17	8361032	TRACHEOSTOMY PLANNED	246.00	X	47	3610300	981
18	8364051	VENOUS SCALP VEIN	53.00	X	47	3640500	981
19	8702185	VENOUS SCALP VEIN	26.00	X	47	3640550	981
20	8364101	VENIPUNCTURE	31.00	X	47	3641000	981
21	8702193	VENIPUNCTURE	15.00	X	47	3641050	981
22	8364200	VENIPUNCTURE CUTDOWN	85.00	X	47	3642000	981
23	8702201	VENIPUNCTURE CUTDOWN	42.00	X	47	3642050	981
24	8364309	BLOOD TRANSFUSION	25.00	X	47	3643000	981
25	8702219	BLOOD TRANSFUSION	12.00	X	47	3643050	981
26	8364804	VENOUS CATH SUBCLAVE	85.00	X	47	3648000	981
27	8702227	VENOUS CATH SUBCLAVE	42.00	X	47	3648050	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8364853		CATHERIZATION CUTDWN	100.00	X	47	3643500	981
8702235		CATHERIZATION CUTDWN	50.00	X	47	3643550	981
8366007		ARTERIAL PUNCTURE	50.00	X	47	3660000	981
8702243		ARTERIAL PUNCTURE	25.00	X	47	3660050	981
8366205		ARTERIAL CATHERIZATN	110.00	X	47	3662000	981
8702250		ARTERIAL CATHERIZATN	55.00	X	47	3662050	981
8383002		DRAIN LYMPH ABSCESS	81.00	X	47	3830000	981
8702268		DRAIN LYMPH ABSCESS	40.00	X	47	3830050	981
8406506		LAC LIP MERMILION	350.00	X	47	4065000	981
8702276		LAC LIP MERMILION	175.00	X	47	4065050	981
8406548		LAC LIP COMPLEX	445.00	X	47	4065400	981
8702284		LAC LIP COMPLEX	222.00	X	47	4065450	981
8408304		LAC CF MOUTH UP TO2C	102.00	X	47	4083000	981
8702292		LAC CF MOUTH UP TO2C	51.00	X	47	4083050	981
8408312		LAC CF MOUTH COMPLEX	165.00	X	47	4083100	981
8702300		LAC CF MOUTH COMPLEX	82.00	X	47	4083150	981
8412512		TONGUE LAC 2CM	50.00	X	47	4125100	981
8702318		TONGUE LAC 2CM	25.00	X	47	4125150	981
8412520		TONGUE/FLOR MOU 2CM	230.00	X	47	4125200	981
8702326		TONGUE/FLOR MOU 2CM	115.00	X	47	4125250	981
8702656		FOREIGN BODY-PHARYNX	315.00	X	47	4280900	981
8702334		FOREIGN BODY-PHARYNX	157.00	X	47	4280950	981
8460404		I&D PERI RECTAL ABSS	210.00	X	47	4604000	981
8702342		I&D PERI RECTAL ABSS	105.00	X	47	4604050	981
8463200		EXC THROMBOTIC HEMRD	94.00	X	47	4632000	981
8702359		EXC THROMBOTIC HEMRD	47.00	X	47	4632050	981
8700452		EXCISE HEMORRHOID	35.00	X	47	4632056	981

GL#	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
8490807		PERITINCOCENTESIS	76.00	X	47	4908000	981
8702367		PERITINCOCENTESIS	38.00	X	47	4908050	981
8494205		INSRT PERITONEAL CAT	102.00	X	47	4942000	981
8702375		INSRT INTRAPERIT CAT	51.00	X	47	4942050	981
8516007		INJECTION CYSTOGRAPH	30.00	X	47	5160000	981
8702383		INJECTION CYSTOGRAPH	15.00	X	47	5160050	981
8536401		BLADDER CATH W GUIDE	58.00	X	47	5364000	981
8702391		BLADDER CATH W GUIDE	29.00	X	47	5364050	981
8536708		SIMPLE BLADDER CATH	15.00	X	47	5367000	981
8702409		SIMPLE BLADDER CATH	7.00	X	47	5367050	981
8702649		MARSUP-BARTHOLINCYST	315.00	X	47	5644000	981
8702417		MARSUP-BARTHOLINCYST	157.00	X	47	5644050	981
8567406		BARTHOLIN GLAND EXCI	360.00	X	47	5674000	981
8702425		BARTHOLIN GLAND EXCI	180.00	X	47	5674050	981
8570202		COLPOCENTESIS	51.00	X	47	5702000	981
8702433		COLPOCENTESIS	25.00	X	47	5702050	981
8594103		VAG DELIVERY	640.00	X	47	5941000	981
8702441		VAG DELIVERY	320.00	X	47	5941050	981
8598104		ABORTION TREATMENT	255.00	X	47	5981000	981
8702458		ABORTION TREATMENT	127.00	X	47	5981050	981
8622706		SPINAL PUNCTURE	75.00	X	47	6227000	981
8702466		SPINAL PUNCTURE	37.00	X	47	6227050	981
8700494		SPINAL PUNCT-PREMGMT	44.00	X	47	6227052	981
8644502		PERIPHERAL NERVE BLK	60.00	X	47	6445000	981
8702474		PERIPHERAL NERVE BLK	30.00	X	47	6445050	981
8652059		REM FB EXTERNAL EYE	37.00	X	47	6520500	981
8702482		REM FB EXTERNAL EYE	18.00	X	47	6520550	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
870486		REMOVE BODY-EYE-EXT	16.00	X	47	6520556	981
8652109		CONJUNCTIVAL EMBEDDED	35.00	X	47	6521000	981
8702490		CONJUNCTIVAL EMBEDDED	17.00	X	47	6521050	981
8700478		CONJ EMBED BODY EYE	27.00	X	47	6521056	981
8652208		REM OCULAR FORGN BOD	42.00	X	47	6522000	981
8702508		REM OCULAR FORGN BOD	21.00	X	47	6522050	981
8700015		REMOVE OCULAR BODY	45.00	X	47	6522056	981
8652224		REM FB CORNEAL WSLIT	45.00	X	47	6522200	981
8677007		BLEPHROCTOMY ABSC DRN	42.00	X	47	6770000	981
8702516		BLEPHROCTOMY ABSC DRN	21.00	X	47	6770050	981
8677106		SEVER TARSCRHAPHY	51.00	X	47	6771000	981
8702524		SEVER TARSCRHAPHY	25.00	X	47	6771050	981
8679383		REM FOR BODY EYELID	41.00	X	47	6793800	981
8702532		REM FOR BODY EYELID	20.00	X	47	6793850	981
8700460		REMOVE FOREIGN BODY	21.00	X	47	6793856	981
8690000		I&D EXTERNAL EAR	50.00	X	47	6900000	981
8702540		I&D EXTERNAL EAR	25.00	X	47	6900050	981
8700007		I & D EAR-PREOP MGMT	13.00	X	47	6900056	981
8690059		I&D EAR COMPLICATED	76.00	X	47	6900500	981
8702557		I&D EAR COMPLICATED	38.00	X	47	6900550	981
8690208		I&D AUDITORY CANAL	51.00	X	47	6902000	981
8702565		I&D AUDITORY CANAL	25.00	X	47	6902050	981
8700718		I&D CANAL ABSCESS MV	15.00	X	47	6902056	981
8692006		REM FOR BOD AUDCANAL	44.00	X	47	6920000	981
8702573		REM FOR BOD AUDCANAL	22.00	X	47	6920050	981
8692105		REMOV IMPACT CERUMEN	18.00	X	47	6921000	981
8702581		REMOV IMPACT CERUMEN	9.00	X	47	6921050	981

GL #	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
1	8902405	HOSP CARE BRIEF SER	27.00	X	47	9024000	981
2	8902504	HOSP CARE LTD SER	30.00	X	47	9025000	981
3	8902603	HOSP CARE INT SER	34.00	X	47	9026000	981
4	8905002	NEW ER PAT MIN SVCS	26.00	X	47	9050000	981
5	8905051	NEW ER PAT BRIEF SVC	30.00	X	47	9050500	981
6	8905101	NEW ER PAT LMTD SER	34.00	X	47	9051000	981
7	8700627	REDUCE CHG LMT SERV	22.00	X	47	9051052	981
8	8905150	NEW ER INTRMED SER	47.00	X	47	9051500	981
9	8700635	REDUCED CHG INTER SV	25.00	X	47	9051552	981
10	8905176	NEW ER PAT EXTND SER	65.00	X	47	9051700	981
11	8700577	EXTENDED SERVICES	52.00	X	47	9051752	981
12	8905309	EST ER PAT MIN SER	22.00	X	47	9053000	981
13	8905408	EST ER PAT BRIEF SER	27.00	X	47	9054000	981
14	8905507	EST ER PAT LMTD SER	35.00	X	47	9055000	981
15	8905606	EST ER INTRMED SER	37.00	X	47	9056000	981
16	8905705	EST ER PAT EXTND SER	45.00	X	47	9057000	981
17	8907826	SQ/IM INJECTION	10.00	X	47	9078200	981
18	8907842	IV INJECTION	24.00	X	47	9078400	981
19	8929507	CARDIO PULM RESUS-CPR	124.00	X	47	9295000	981
20	8700643	CPR LIMITED	62.00	X	47	9295050	981
21	8929606	CARDIOVERSION EXTERN	155.00	X	47	9296000	981
22	8702599	CARDIOVERSION EXTERN	77.00	X	47	9296050	981
23	8991507	PROLONG PHYSICIAN SV	105.00	X	47	9915000	981
24	8700825	CRITICAL CARE	103.00	X	47	9916000	981
25	8702607	CRITICAL CARE	51.00	X	47	9916050	981
26	8991622	CRITICAL CARE EXTEND	.00	X	47	9916200	981
27	8991705	GASTRIC INTUBATION	52.00	X	47	9917000	981

GL#	SERVICE CODE	DESCRIPTION	PRICE	M/C	INS	C.P.T. CODE	UB82 CODE
	8702615	GASTRIC INTUBATION	26.00	X	47	9917050	981
	8991754	IPECAC EMESIS	22.00	X	47	9917500	981

TOTAL NUMBER OF RECORDS PROCESSED 515

Alabama Emergency Room Administrative Services, P. C.

4160 Carmichael Road • Suite 200
Montgomery, Alabama 36106
(334) 272-1050 • FAX (334) 271-7698

John D. Moorehouse, M.D., F.A.C.E.P.
President

Paul K. Tanaka, M.D.
Vice President

Rex A. Stanley
Chief Financial Officer

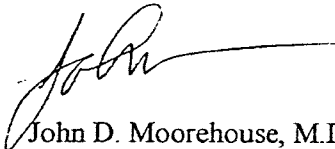
August 28, 1996

Mr. Allen P. Fletcher, President/CEO
Northeast Alabama Regional Medical Center
P.O. Box 2208
Anniston, AL 36202

Dear Allen:

Please find enclosed your copy of the signed amendment to the Emergency Care Agreement between Regional Medical Center Board (the "Board") and Alabama Emergency Room Administrative Services, P.C., (the "Corporation"). I appreciate your working with us and look forward to a continued long term relationship.

Best regards,



John D. Moorehouse, M.D., FACEP
President

JDM/th

Medical Directors

Howard E. McVeigh, M.D., F.A.C.E.P. • William O. Sargeant, D.O., F.A.A.F.P., F.A.A.O.E.P.
Joel C. Sullivan, M.D. • Thomas L. Arnold, M.D., F.A.C.E.P.

AERAS 1081



REGIONAL

MEDICAL

CENTER

Thursday, August 22, 1996

John D. Moorehouse, M.D.
ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.
4160 Carmichael Road, Suite 200
Montgomery, AL 36106

Dear Doctor Moorehouse:

This letter serves to amend the Emergency Care Agreement, dated April 1, 1988, between the Regional Medical Center Board (the "Board") and Alabama Emergency Room Administrative Services P.C., (the "Corporation").

The Agreement shall be amended, effective October 1, 1996, for a term of three (3) years. The Board will pay to the Corporation a fee which shall be fifty-five percent (55%) of billed professional fees (reference Section 6.02(B)4, the Administrative Fee shall be forty-five percent (45%). The current professional fee schedule will remain in place until such time as both parties mutually agree to change the professional fee schedule; and, there will be no change to the current staffing levels provided by the Corporation unless approved by both parties.

If this is your understanding of our previous verbal agreement, please sign below (both originals), retain one original for your file and return the other for my file.

I appreciate your sincere cooperation during these contract negotiations. The Board, Management and our community are very fortunate to have such an outstanding emergency physicians' group.

Sincerely,

REGIONAL MEDICAL CENTER BOARD

By: Allen P. Fletcher
ALLEN P. FLETCHER, President/CEO

APF/dk

APPROVED: ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C.

By: John D. Moorehouse
JOHN D. MOOREHOUSE, M.D.
Medical Director and CEO

NORTHEAST ALABAMA
REGIONAL MEDICAL CENTER
Post Office Box 2208
Anniston, Alabama 36202
(205) 235-5121

AERAS 1082

2yr. contract automatically
Renewable
120 Day out Clause

STATE OF ALABAMA

CALHOUN COUNTY

EMERGENCY CARE AGREEMENT

AGREEMENT between REGIONAL MEDICAL CENTER BOARD (the "BOARD") and ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C., an Alabama Professional Corporation (the "CORPORATION").

RECITALS:

BOARD owns and operates Northeast Alabama Regional Medical Center (the "HOSPITAL") in Anniston, Alabama and desires that the CORPORATION provide licensed, qualified physicians (the "PHYSICIANS") to staff Emergency Department (the "DEPARTMENT"). The CORPORATION believes that it will be able to provide the HOSPITAL with individuals who are qualified to practice medicine and the services referred to in this Agreement.

NOW, THEREFORE, THIS AGREEMENT

WITNESSETH:

That in consideration of the mutual agreements herein, the BOARD and CORPORATION agree as follows:

BOARD:

2.01. **SPACE.** BOARD shall make available for use by CORPORATION office space and the space now or that may be hereinafter designated as DEPARTMENT.

2.02. **EQUIPMENT AND SUPPLIES.** BOARD shall provide necessary medical equipment, drugs, supplies, furniture and fixtures for DEPARTMENT. Requests will be processed in accordance with the policies and procedures of the BOARD. Equipment furnished by the BOARD shall remain the property of the BOARD. BOARD shall keep DEPARTMENT facilities and equipment in good repair.

2.03. **PERSONNEL.** BOARD shall employ, promote, terminate, supervise and reinstate DEPARTMENT personnel.

2.04. **UTILITIES AND SUPPORT SERVICES.** BOARD shall provide utilities and support services (laundry, maintenance, housekeeping) for DEPARTMENT. Telephone service is limited to local and to patient-related calls.

2.05. **HOURS OF OPERATION.** BOARD shall operate DEPARTMENT on a twenty-four (24) hour per day, seven (7) day per week basis.

2.06. **PATIENT NOTIFICATION.** BOARD agrees to provide patients at HOSPITAL notification that separate professional fees will be billed for physician services.

2.07. **HOSPITAL CHARGES.** HOSPITAL will bill for supplies and technical services and expenses incurred by HOSPITAL in rendering care to patients. CORPORATION will be under no duty to assist in the collection of said charges. HOSPITAL charges for said services shall be separate and distinct from the charges made by CORPORATION for medical services to patients.

2.08. **AGENT.** The HOSPITAL shall act as the agent for the CORPORATION for billing and collection purposes and only for billing and collection purposes. No other principal-agent relationship exists between the parties, and the parties agree not to represent themselves as agents to any third party, other than is stated above.

2.09. **HOSPITALS LIABILITY.** This Agreement is made upon the express condition that CORPORATION and its independent contractor physicians are free from all liability and claim for damages by reason of any person or persons arising out of acts performed by BOARD which are not performed pursuant to the terms of this Agreement: BOARD hereby covenanting and agreeing to indemnify and save CORPORATION and its independent contractor physicians from all liability, loss, costs, and obligations on account of or arising out of any such injuries or losses.

CORPORATION

3.01 **APPLICABLE STANDARDS.** The CORPORATION and PHYSICIANS shall use their reasonable efforts to perform the services enumerated herein in such a manner as may further the goals and objectives of BOARD and as will insure that all duties are performed and services provided in the HOSPITAL as may be required by the policies, rules, and regulations of the HOSPITAL; the Medical Staff Bylaws, rules and regulations; any standard, ruling, regulation, or statute of the Joint Commission on Accreditation of Healthcare Organizations; the United States Department of Health and Human Services; the Alabama Department of Public Health; or any other federal, State, or local government agency, corporation entity, or individual exercising authority with respect to or affecting the HOSPITAL.

3.02 GENERAL OBLIGATIONS OF CORPORATION AND PHYSICIANS.

- A. To render professional services in a manner which is safe, efficient, consistent, and satisfactory to the BOARD; and
- B. To conduct services professionally, ethically and conscientiously to insure the quality of medical care; and

- C. To accept patients, irrespective of color, race, creed, religion, national origin, sex, age, or financial status; and
- D. To abide by the BOARD's Medical Staff Bylaws, rules and regulations, and all applicable policies of BOARD in rendering medical care.

3.03 HOURS OF COVERAGE AND PHYSICIAN STAFFING. CORPORATION shall cause a qualified individual, licensed to practice medicine in the State of Alabama, who is a member of the medical staff of HOSPITAL to be available on the premises of the DEPARTMENT twenty-four (24) hours each day, and CORPORATION shall provide either double coverage or an available back-up physician for peak patient flow periods.

CORPORATION shall not be required to have on call the number of physicians necessary to respond to disasters or other occurrences which are of unforeseeable size, scope or duration.

3.04 PHYSICIAN SERVICES.

- A. **Patient Protocol.** Treat patients assigned to the Emergency Department Physician as follows:
 - 1. Any patient presenting in acute distress or needing immediate physician attention at the discretion of the nurse.
 - 2. Any patient without a personal physician (including obvious fractures).
 - 3. Any patient requesting to see the Emergency Department Physician.
 - 4. Any patient at the request of their personal physician.
 - 5. Any patient requesting their personal physician but for some reason the physician or his/her coverage cannot be contacted after thirty (30) minutes or when too prolonged for the patients condition.
- B. **Admissions.** No physician provided by CORPORATION shall admit patients in his own name except in an emergency situation where an admitting physician cannot be contacted immediately and only until such time as the case can be transferred to a physician with admitting privileges. CORPORATION must refer repeat outpatients to members of HOSPITAL's medical staff.
- C. **Consultation.** Work closely with private physicians in obtaining consultants of their choice and assist in the immediate care of patients in the process of being hospitalized;

- D. **Emergency Situations.** Respond to inpatient cardiac arrests and be familiar with cardiac resuscitation protocol. Respond to and assist HOSPITAL's staff in handling emergency patient situations and other reasonable requests of nursing or other hospital personnel when no other physician is available or until private physicians can be contacted;
- E. **Complaint Resolution.** CORPORATION will assist BOARD in resolving complaints about DEPARTMENT OR CORPORATION.
- F. **Employee Physical Examinations.** CORPORATION shall provide pre-employment and annual physical examinations for HOSPITAL employees without charge to HOSPITAL.
- G. **Employee Accidents and Injuries.** CORPORATION shall provide emergency services for accidents and other on-premises injuries to HOSPITAL employees without charge other than for those cases for which a charge is collectible from sources other than HOSPITAL and its employees.
- H. **Training and Clinical Direction.** CORPORATION shall provide, as appropriate, continuing education and clinical direction of DEPARTMENT personnel.
- I. **EMS.** CORPORATION shall provide active input and participation in the East Alabama Emergency Medical Services.
- J. **Technical Advice.** CORPORATION shall provide HOSPITAL such technical advice and assistance as may be requested to facilitate selection and/or installation of facilities and/or equipment and in the operation of DEPARTMENT.
- K. **Committees.** CORPORATION shall serve and actively participate in HOSPITAL and/or Medical Staff committees.
- L. **Medical Records.** PHYSICIAN shall promptly complete medical records and reports. Ownership and right of control of all reports, records, and supporting documents prepared in connection with the operation of the DEPARTMENT shall vest exclusively with the BOARD; provided, however, that PHYSICIAN shall have such right of access to such reports, records, and supporting documentation as shall be provided by State law and BOARD policies.
- M. **Publications.** CORPORATION will cooperate with and assist members of the medical staff in preparation of clinical reports for publication.

N. **Workman's Compensation.** The CORPORATION shall comply with the Alabama Workman's Compensation Act.

3.05. **DIRECTOR; OFFICE OF.** CORPORATION shall designate a physician, subject to approval of the Administrator of HOSPITAL, to act as Director of Emergency Services (the "DIRECTOR"). The DIRECTOR shall be responsible for providing emergency medical services and for the day to day medical administration and operation of the DEPARTMENT.

3.06. **RESIDENCE - PLACE OF.** Physicians providing base coverage in DEPARTMENT shall be residents of the greater Anniston area within one (1) year from the date of their contract with CORPORATION. "Base Coverage" is defined as coverage of the DEPARTMENT for at least seventy-five (75%) percent of the time computed on an annual basis. BOARD is not, nor will it accept responsibility for, payment of expenses incurred by CORPORATION or employees/subcontractors of CORPORATION under the requirement of this paragraph.

3.07. **PHYSICIANS LIABILITY.** This Agreement is made upon the express condition that BOARD is free from all liability and claim for damages by reason of any person or persons arising out of acts performed by CORPORATION and its independent contractor physicians which are not performed pursuant to the terms of this Agreement; CORPORATION hereby covenanting and agreeing to indemnify and save BOARD from all liability, loss, costs, and obligations on account of or arising out of any such injuries or losses.

3.08. **MALPRACTICE INSURANCE.** During the term of this Agreement, each of the independent contractor physicians of CORPORATION shall, at their own expense, provide and continuously maintain in full force and effect professional liability insurance coverage in the minimum amount required by the Medical Staff Bylaws of the BOARD insuring such individual independent contractor physicians and CORPORATION against liability in the performance of their duties pursuant to this Agreement, and shall also furnish a certified copy of said policies to the BOARD. If the Medical Staff Bylaws of the BOARD are revised to increase the minimum amount of insurance to be maintained by the said individual independent contractor physicians, the CORPORATION may, without penalty terminate this agreement. Upon the expiration or termination of this Agreement, each of the independent contractor physicians of CORPORATION shall obtain an endorsement to said policies maintaining and extending the coverage thereof with respect to any claims which may be asserted after such expiration or termination from or as the result of any acts or omissions or alleged acts or omissions which occur during the term of this Agreement or any extension or renewal thereof, and shall also furnish certified copies of said endorsements to the BOARD. Said policies shall be written by a responsible insurance company qualified in the State of Alabama to insure the risks undertaken, and shall contain a provision that the insurer consents to the indemnity herein contained in Section 3.07 above and that the insurer will give the BOARD thirty (30) days' written notice prior to any cancellation or material alteration thereof. Such insurance shall provide that it is primary coverage solely as to the named insureds with respect to the

liability of the independent contractor physicians of CORPORATION. The provisions of this section shall survive the expiration or termination of this Agreement.

3.09. MEDICAL STAFF MEMBERSHIP AND LICENSURE. The DEPARTMENT shall be staffed by physicians licensed to practice medicine in the State of Alabama subject to approval of BOARD in accordance with the Bylaws of the medical staff of BOARD prior to and while performing services pursuant to this Agreement. Such approval shall not be unreasonably withheld. Any such physicians so designated shall be compensated by CORPORATION for their time spent working in the DEPARTMENT.

3.10. USE OF PREMISES. CORPORATION covenants that no part of the premises shall be used by CORPORATION or its independent contractor physicians as an office for the general practice of medicine or for any purpose other than the performance of services hereunder.

4.01. INDEPENDENT CONTRACTOR.

A. CORPORATION is a professional corporation and as an independent contractor, has the exclusive right to hire and terminate its subcontractors. Problems and conflicts may arise between subcontractors of CORPORATION and employees or medical staff of the BOARD. BOARD AND CORPORATION agree to attempt to resolve any such problems promptly through Administrative channels. However, if the BOARD provides CORPORATION with a written notice as to an irreconcilable problem or conflict concerning a subcontractor of CORPORATION, CORPORATION will assign another subcontractor to that position within thirty (30) days of receipt of the written notice.

The Administrator of HOSPITAL, after consulting with the Chief of Staff, shall, at his discretion and with due cause, prevent any individual physician contractor of CORPORATION from working within or entering into the DEPARTMENT. This action shall become effective upon twenty-four (24) hour written notice to the DIRECTOR.

B. Physicians of CORPORATION are at all times acting and performing as independent contractors practicing their profession of medicine and surgery, and specializing in emergency treatment. HOSPITAL shall neither have nor exercise control or direction over the methods by which physicians perform their work and functions excepting that CORPORATION and its PHYSICIANS agree to perform the said work and functions at all times in strict accordance with currently approved methods and practice in their professional speciality and that the sole interest of HOSPITAL is to assure that said services shall be performed and rendered in a competent, efficient and satisfactory manner. All applicable provisions of law relating to licensing and regulating of physicians and hospitals shall be fully complied with by all parties hereto.

5.01. PROFESSIONAL FEES.

A. Professional fees for services rendered by physicians employed by or working for CORPORATION shall be agreed upon in writing by the Administrator of HOSPITAL and by CORPORATION. Said fees shall be in accordance with the fee schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

B. Professional fees are agreed to be reasonable, competitive, and in general accordance with customary local fees for comparable services for all HOSPITAL patients referred to or desiring of professional services from CORPORATION by reason of its position with HOSPITAL.

6.01. DAILY MEMORANDUM AND BILLING.

A. PHYSICIANS shall file with HOSPITAL daily memoranda of the services performed and shall and do hereby assign the collection of said charges to HOSPITAL.

B. Notification shall include, but not be limited to, designation of the Hospital Charge Code(s) and procedural/diagnostic codes (CPT-4) on the Emergency Room Record. Notification shall be made by individual patient for whom services were rendered.

6.02. COMPUTATION OF RESPECTIVE AMOUNTS DUE TO CORPORATION AND TO BOARD.

A. During the term of this Agreement, BOARD shall pay CORPORATION as follows:

1. HOSPITAL shall, daily, balance with CORPORATION records of charges. Charges shall be defined as the PHYSICIAN charge for PHYSICIANS service as described by a CPT-4 procedure code.

2. HOSPITAL shall prepare an accounting to CORPORATION at the end of each month. Said accounting shall contain a reconciliation of charges and HOSPITAL computation of payment due CORPORATION by multiplying the volume of each physician charge for professional service provided by PHYSICIAN by the charge for each service. The sum of charges as computed shall be defined as Professional Fees.

B. The CORPORATION shall pay the BOARD an Administrative Fee equal to the sum of the following:

1. Professional, courtesy or similar discount extended to patients by the CORPORATION.

2. Bad Debts and uncollectibles, which such uncollectible fees shall include, without limitation, those which have been disallowed in whole or in part by third-party payors and which are not otherwise collectible from the patient whether such collection is barred by applicable law and regulation or is due to the insolvency of the said patient.

3. The BOARD's carrying cost for Professional Fees paid to the CORPORATION in advance of receipt of the same by the BOARD and

4. Actual clerical, computer and other like expenses of billing.

The initial Administrative Fee shall be deemed to be thirty-five percent (35%) of the Professional Fees, but the amount of the Administrative Fee shall be adjusted periodically in light of the actual amount of the foregoing costs. The Administrative Fee shall be payable at the time that the Professional Fees are payable to the CORPORATION and may be held out of such Professional Fees by the BOARD.

C. It is the intent of both parties that the financial positions under the predecessor agreement shall not be worsened relative to the terms of this Agreement and that neither party shall subsidize the other party.

D. Should Agreement be terminated by either party, HOSPITAL shall:

- a. Render CORPORATION an accounting and payment of any monies due.
- b. Retain accounts receivable for professional services generated under this Agreement and shall collect and retain monies from said receivables.

6.03. **PAYMENT.** HOSPITAL shall render the accounting and make payment to CORPORATION on or before the 15th day of each month for services rendered to patients by CORPORATION the previous month. Payments shall be made as specified in Section 6.02.

6.04. **RELEASE OF AGREEMENT/CHARGE INFORMATION.** A copy of this agreement and charges may be provided to Blue Cross/Blue Shield; the financial intermediary for Medicare; and to the State of Alabama intermediary for Medicaid.

7.01. **COMPLIANCE WITH THIRD PARTY PAYOR REQUIREMENTS.** The CORPORATION recognizes that the BOARD is a participant in various third party payment programs, including, without limitation, Medicare and Medicaid programs, which participation is essential to the financial viability of the BOARD. The CORPORATION shall use its reasonable efforts to fully cooperate with the BOARD and provide assistance to the BOARD to the end that the BOARD will be able to meet

all requirements for participation and payment associated with any such third party payment program. Further, until the expiration of four years after the furnishing of services provided under the Agreement, the CORPORATION will make available to the Secretary, United States Department of Health and Human Services and the United States Comptroller General, and their representatives, the Agreement and all books, documents and records necessary to certify the nature and extent of the costs of those services. If the CORPORATION carries out the duties of this Agreement through a subcontract worth \$10,000 or more over a 12-month period with an organization or individuals, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to its books and records.

8.01. ASSIGNMENT. During the term of this Agreement, CORPORATION shall have no right to assign any part of CORPORATION's interest and responsibilities hereunder without first obtaining the written consent of BOARD.

8.02. TERM OF AGREEMENT. The Agreement shall become effective on April 1, 1988 for an initial term of fifteen (15) months therefrom and shall be automatically renewed for successive periods of two (2) years thereafter subject, however, to Sections 8.03 and 8.04.

8.03. REVIEW. Beginning with the 90th day prior to the end of the initial or any renewal terms thereof, any other provision of this Agreement shall be subject to review at the request of either party hereto. During this review period the parties agree to use their best efforts to meet together at mutually agreeable times for the review and, if necessary, renegotiation of the applicable provisions hereof. If the parties agree to modification of this Agreement, such modifications shall be incorporated herein by amendment as hereinafter provided, such amendments to become effective on the date stipulated therein. In the event the parties do not agree to modifications of this Agreement, this Agreement shall continue in effect without modifications until terminated in accordance with the provisions herein.

8.04. TERMINATION. This Agreement may be sooner terminated on the first to occur of the following:

a. **Termination by Mutual Agreement.** In the event BOARD and Corporation mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

b. **Termination by BOARD.** BOARD shall be entitled to terminate this Agreement if (i) CORPORATION defaults in the performance of any material term or terms of this Agreement and such default continues uncured thirty (30) days after written notice of such default is received by CORPORATION from BOARD, or (ii) CORPORATION shall apply for or consent to the appointment of a receiver, trustee or liquidator of CORPORATION or of all or a substantial part of CORPORATION's assets or admit in writing its inability to pay CORPORATION's debts as they become due or make a general assignment for the

benefit of creditors.

c. **Termination by CORPORATION.** CORPORATION shall be entitled to terminate this Agreement if (i) BOARD defaults in the performance of any material term or terms of this Agreement and such default continues uncured thirty (30) days after written notice of such default is received by BOARD from CORPORATION, or (ii) the DEPARTMENT or any portion thereof shall be damaged or destroyed by fire or other casualty and if Board fails to commence repairing, restoring, rebuilding or replacing any such damage or destruction within thirty (30) days after such fire or other casualty, or shall fail to complete such work within a reasonable period of time.

d. **Optional Termination.** If either party shall, with or without cause, give to the other at least one hundred twenty (120) days advance written notice, this Agreement shall terminate on the future date specified in such notice.

8.05. **EFFECTS OF TERMINATION.** Upon termination of this Agreement, neither party shall have any further obligation hereunder except for (a) obligations occurring prior to the date of termination and (b) obligations, promises or covenants contained herein that are expressly made to extend beyond the term of this Agreement.

8.06 **CONTENT AND AMENDMENT.** This agreement contains all of the agreements and conditions made between the parties with reference to CORPORATIONS' association with BOARD and may not be amended except in writing signed by all of the parties hereto.

8.07. **NOTICES.** Any notice, demand, or communication required, permitted, or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

A. **TO CORPORATION:**

Alabama Emergency Room Administrative Services, P.C.
c/o John D. Moorehouse, M.D.
2231 Old Pike Road
Pike Road, Alabama 36064

B. **TO BOARD:**

Administrator
Northeast Alabama Regional Medical Center
Post Office Box 2208
Anniston, Alabama 36202

8.08. **SEVERABILITY.** In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

8.09. **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.10. **GOVERNING LAW.** The Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. All duties and obligations of the parties created hereunder are performable in Calhoun County, Alabama, and Calhoun County, Alabama shall be the sole and exclusive venue for any litigation, special proceedings, or other proceedings as between the parties that may be brought or arise out of or in connection with or by reason of this Agreement.

8.11. **WAIVER OR BREACH.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

8.12. **ENFORCEMENT.** In the event either party resorts to legal actions to enforce the terms and provisions of this Agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorneys' fees.

8.13. **ADDITIONAL ASSURANCES.** The provisions of this Agreement shall be self-operative and shall not require further agreement by the parties except as may be herein specifically provided to the contrary; provided, however, at the request of either party, the other party shall execute such additional instruments and take such additional acts as are necessary to effectuate this Agreement.

8.14. **FORCE MAJEURE.** Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement, or other interruption of service or employment deemed resulting, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

8.15. **AMENDMENTS AND AGREEMENT EXECUTION.** This Agreement and amendments thereto shall be in writing and executed in multiple copies on behalf of CORPORATION by its President with respect to such execution and on behalf of BOARD by its Administrator. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

8.16. **ENTIRE AGREEMENT.** This Agreement supersedes all previous contracts and constitutes the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No oral statement or prior written material not specifically incorporated herein shall be of any force and effect and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendment(s) to become

effective on the date stipulated in such amendments. Both parties specifically acknowledge that in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties have executed this Emergency Care Agreement in multiple originals on this the 1 day of April, 1988.

REGIONAL MEDICAL CENTER BOARD:

BY:

Allen Fletcher
ALLEN FLETCHER
ADMINISTRATOR

Attest:

KRM Enoff

ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.

BY:

John D. Moorehouse
JOHN D. MOOREHOUSE, M.D.
Medical Director and
Chief Executive Officer

Attest:

Justin D.



REGIONAL
MEDICAL
CENTER

August 4, 1999

John D. Moorehouse, MD
Alabama Emergency Room Administrative Services, PC
4160 Carmichael Rd, Ste 104
Montgomery, AL 36106

Dear Dr. Moorehouse:

This letter shall serve to amend the Emergency Care Agreement, dated April 1, 1988, between Regional Medical Center Board (the "Board") and Alabama Emergency Room Administrative Services, PC (the "Corporation") and replaces the first amendment to that agreement, dated August 22, 1996. The Agreement shall be amended as follows:

1. The term of the Agreement shall be extended for another three (3) year period, beginning October 1, 1999 and ending September 30, 2002.
2. The Board shall pay to the Corporation a net fee, which shall be 55% of the billed professional fees as stipulated in paragraph 6.02(a) of the original agreement, less an additional amount of \$13,750 per month. The billed professional fees will be based upon the current professional fee schedule (Exhibit A). The fee schedule will remain in place until such time as both parties might mutually agree to change the professional fee schedule.
3. RMC will install and absorb initial and annual operating cost of the physician documentation system known as the "T-System".
4. RMC will amend its current health care plan to allow RMC employees to use the Emergency Room Fast Track Clinic (with no monetary disincentive).
5. There will be no change to the current staffing levels provided by the Corporation unless approved by both parties.

The Board and the Corporation also agree to add the following paragraphs relative to Medicare and Medicaid Anti-Kick Back Statutes and Fraud and Abuse Statutes:

- a. The parties hereto shall comply with all applicable Federal, State and local laws, regulations and restrictions in carrying out their respective obligations under this Agreement.
- b. This Agreement is intended by the parties to comply fully with the exception under the illegal remuneration provisions, relating to independent contractors, set forth in 42 U.S.C. § 1320a-7b of the Social Security Act and as set forth in the "safe harbor" regulations at 42 C.F.R. §1001.952(i) and also under the limitation on physician referral provisions at 42 U.S. C.

NORTHEAST ALABAMA
REGIONAL MEDICAL CENTER
Post Office Box 2208
Anniston, Alabama 36202
(256) 235-5121
WWW.RMCCARES.ORG

AERAS 1095

John D. Moorehouse, MD
August 4, 1999
Page Two

§ 1395nn. Notwithstanding any unanticipated effect of any of the provisions herein, neither party will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions. No payment, direct or indirect, overt or covert, in cash or in kind, made or received under this Agreement, is in return for the referral of patients or in return for the purchasing, leasing, ordering, or arranging for or recommending the purchasing, leasing or ordering of any good, service, item or product.

- c. In the event that (i) Medicare, Medicaid, any third party payer, or any federal, state or local legislative or regulatory authority adopts any law, rule, regulations, policy, procedure, or interpretation thereof which establishes a material change in the method or amount in the reimbursement or payment for services under this Agreement or (ii) any or all such payor/authorities impose requirements that require a material change in the manner of either party's operations under this Agreement and/or the costs related thereto, then, upon the request of either party materially effected by such change in circumstances, the parties shall enter into good faith negotiations for the purpose of establishing such amendments or modifications as may be appropriate in order to accommodate the new requirements and change of circumstances while preserving the original intent of this Agreement to the greatest extent possible.
- d. The parties hereto acknowledge that Board is a tax-exempt healthcare public corporation, the operations and activities of which are subject to specific statutory restrictions and requirements in order for it to maintain its status as such. It is the intent and agreement of the parties that neither this Agreement nor any provision hereof shall be construed or interpreted in any manner to require the Board to engage in any activity, perform any act, or refrain from performing any act, or activity, in violation of any requirements imposed on any of them by the State of Alabama, the Internal Revenue Services, or any other governmental agency, and each term of this Agreement must be construed and interpreted in a manner that is consistent with the status of the Board as a tax-exempt entity and as a healthcare public corporation under the laws of the State of Alabama.

John D. Moorehouse, MD
August 4, 1999
Page Three

If this is your understanding of our verbal agreement, please sign below (both originals), retain one original for your file and return the other for my file. We appreciate your sincere cooperation during these contract negotiations.

Approved: **Regional Medical Center Board**

By: Allen P. Fletcher
ALLEN P. FLETCHER, President/CEO

Approved: **Alabama Emergency Room Administrative Services, PC**

By: John D. Moorehouse
John D. Moorehouse, MD
Medical Director and CEO

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is effective as of this the 1st day of **December, 1999**, between **ALABAMA EMERGENCY ROOM ADMINISTRATIVE SERVICES, P.C. ("Company")** and **Philip A. Zurowsky, MD ("Independent Contractor") /dba PJ Consulting Services, Incorporated.**

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the emergency departments of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to perform hospital emergency room medical and surgical services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desires to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that

govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. **Term.**

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled

substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations

under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. **Indemnification.** Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. **Independent Contractor Relationship.** Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of

employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Advance Trauma Life Support Provider Level Card;
- (e) Medical Control Director's Course; and
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. **Restrictive Covenant.**

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The

covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor.

Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. Notices Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

PJ Consulting Services, Inc.
Philip A. Zurowsky, MD
President
2207 Concord Pike, Ste. 503
Wilmington, DE 19803

Company:

Alabama Emergency Room
Administrative Services, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road, Ste 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

Secretary

(Corporate Seal)

By: _____
John D. Moorehouse, M.D.
Its President
"Company"

Witness:

Date

"Independent Contractor"

EXHIBIT 1
CONTRACT AMOUNT/AERAS

(a) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 59% of gross professional charges paid by **Baptist Medical Center** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(b) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 55% of gross professional charges paid by **Jackson Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(c) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, 75% (with yearly increments of 2% until reaching 81%) of the 55% of gross professional charges paid by **North East Alabama Regional Medical Center** to AERAS for professional services provided hereunder by the **Independent Contractor**. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(d) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Prattville Hospital** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$93 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

(e) During the term of this Agreement, AERAS shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such payment is due, charges paid by **Baptist Medical Center East** to AERAS for professional services provided hereunder by the **Independent Contractor**. The **Independent Contractor** will be guaranteed a minimum of \$95 per hour. The balance of such fees actually paid AERAS shall be retained by AERAS as compensation for its services hereunder.

ATTEST:

**ALABAMA EMERGENCY ROOM
ADMINISTRATIVE SERVICES, P.C.**

(Corporate Seal)

Secretary

By: _____
John D. Moorehouse, M.D.
Its President

(Date)

Witness:

"Independent Contractor"

Hospitalist

AERAS 1111

STATE OF ALABAMA

MONTGOMERY COUNTY

HOSPITALIST SERVICES AGREEMENT

This Agreement is entered into by and between **Baptist Medical Center East**, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as "**BMC-EAST**") and **Hospitalist, PC**, an Alabama professional corporation (hereinafter referred to as "**HPC**").

WITNESSETH:

BMC-EAST OPERATES a general medical/surgical hospital facility in Montgomery, Alabama, (hereinafter referred to as "the Hospital"), which requires the professional medical services of physicians. **BMC-EAST** has recognized the need for hospital based physicians to provide important care services for unattached patients who present to the Hospital, for inpatient care, or to provide assistance to attending/referring physicians with their patients who are to be admitted to the Hospital; and

WHEREAS, **HPC** is able to provide qualified physicians (hereinafter referred to as "Hospitalists"), to provide the needed coverage and the inpatient care services identified by **BMC-EAST**; who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the **BMC-EAST** Medical Staff, and receive privileges to practice in Internal Medicine and Family Practice; and, **HPC** can assure that the Hospitalists' they provide shall accept responsibility to provide professional medical services in the Hospital; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of **BMC-EAST**, and the terms and conditions set forth in this Agreement;

THEREFORE, **BMC-EAST** and **HPC** desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the provision of Hospitalists to provide inpatient care services at **BMC-EAST**, and agree as follows:

HPC's COMMITMENTS

- 1.1 Physician Staffing. **HPC** will provide appropriately licensed and qualified physicians who will provide inpatient care services as shall be mutually agreed upon by the parties hereto.

HPC provided Hospitalists' will, at a minimum be Board Eligible in Internal Medicine or Family Practice, be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Physicians, American Society of Internal Medicine, the American Academy of Family Physicians, and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Hospitalists will provide medical care to all "unattached" individuals who present themselves to the Hospital in need of inpatient medical services.

HPC shall maintain a schedule indicating the Hospitalists on duty each day, the service hours, and the times they were present in the Hospital.

Hospitalists shall not begin rendering services in the Hospital until he or she has been fully credentialed by **BMC-EAST**.

1.2 Medical Staff Privileges.

- (a) Procedure. Each Hospitalist provided by **HPC** shall apply for medical privileges in Internal Medicine or Family Practice and must obtain approval for appropriate Medical Staff membership in accordance with **BMC-EAST** policies and procedures and the Medical Staff Bylaws. Physician credentials shall be forwarded to **BMC-EAST** by **HPC** in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at **BMC-EAST**. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.
- (b) Responsibilities of Hospitalists. Each Hospitalist provided by **HPC** shall have the same responsibilities as other members of the Medical Staff including attendance at medical staff and committee meetings in accordance with Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of inpatient medical services hereunto, **HPC** and Hospitalists shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of **BMC-EAST**. Neither **HPC** nor Hospitalists performing services for **HPC** under this Agreement, whether said Hospitalists be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against **BMC-EAST** for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social

Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

- 1.4 Core Group. **HPC** shall maintain a stable core group of full-time Hospitalists to work in the Hospital on a regular basis. Full-time Hospitalists are expected to live in the area. For good cause, **BMC-EAST** shall have the right to refuse any physician which **HPC** proposes to use in the Hospital and/or to request the removal of any **HPC** Hospitalist, provided, however, that **HPC** has been given a 30 day notice and an opportunity to cure any problems concerning a particular physician.
- 1.5 Treatment and Patient Referral. All unattached patients presenting to the Hospital, and/or patients referred at the specific request of a referring physician, will be treated by the Hospitalist on duty, unless the patient/family requests otherwise. At the end of the period of hospitalization, the Hospitalists shall discharge the patient and arrange follow-up through an appropriate physician or clinic or in the case of referred patients, shall refer the patient back to his/her referring physician for follow-up care. Hospitalists' will not schedule themselves for follow-up care of discharged patients.
- 1.6 No Private Practice. Full-time Hospitalists' shall not otherwise engage in the private practice of medicine within the Hospital's primary service area (Montgomery, Autauga, Elmore, Pike, Crenshaw, and Lowndes Counties) during the term of this agreement.
- 1.7 Non-Discrimination. **HPC** shall not discriminate against any Hospitalist applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.
- 1.8 Personal Expenses. **HPC** and Hospitalists shall be responsible for all personal and professional expenses, including but not limit to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.
- 1.9 No Authority to commit to **BMC-EAST**. **HPC** shall incur no financial obligation on behalf of **BMC-EAST** without prior written approval of **BMC-EAST**.
- 1.10 Quality and Risk Management. **HPC** will provide a continuing review and an annual evaluation of the professional performance of each Hospitalist pursuant to this Agreement. **BMC-EAST** shall participate in such annual evaluation. Hospitalist evaluations shall be shared with the appropriate

BMC-EAST committee as part of their peer review process. **HPC** will further implement the Quality and Risk Management Plan of the Hospital.

- 1.11 Utilization Review. **HPC** will assist in the Utilization Review Program by monitoring admissions to **BMC-EAST** from the Hospital and evaluating the appropriateness of such admissions according to established criteria.
- 1.12 Staff Education. Hospitalists will, without compensation, assist the Hospital in providing educational programs for **BMC-EAST's** nursing, physician, and ancillary staffs.
- 1.13 Evaluation. **HPC** shall meet with **BMC-EAST** Administration on a quarterly basis to determine the level of attainment of stated goals to discuss any problem areas, and for review of the operation of the Hospitalist program.
- 1.14 Codes. Hospitalists shall respond to all emergencies or "codes" occurring in-house.
- 1.15 Claims/ Litigation. **HPC** agrees to cooperate with **BMC-EAST** in resolving all claims and litigation, which may arise out of providing of Hospitalist services by **HPC**. Hospitalists will personally respond to patient complaints/problems and as requested by a head nurse, and/or Administration.
- 1.16 Guest Relations. **HPC** agrees to stress guest relation techniques and patient satisfaction and to cooperate with surveys conducted by **BMC-EAST** to measure patient and family satisfaction with Hospitalist services.
- 1.17 Marketing. **HPC** agrees, to the extent possible, to support, participate in, and submit input into **BMC-EAST's** marketing program.

BMC-EAST COMMITMENTS

- 2.1 Transcription of records. **BMC-EAST** will provide, through its transcription systems, a transcription of all dictated medical records information on patients treated by **HPC** on a timely basis.
- 2.2 Assurance. During the term of this agreement, **BMC-EAST** shall not contract with any other physicians or entities for the services performed by Hospitalists assigned to **BMC-EAST** through **HPC** and this agreement. In the event this Agreement expires, or is terminated by either party

subject to the notice provisions contained herein, it is hereby agreed that **BMC-EAST** may offer employment to any Hospitalist who is providing service in the Hospital at the time of such contract termination or expiration.

FEES, BILLING, COLLECTION, and REMUNERATION

- 3.1 Definitions. For the purpose of this section, the following definitions shall apply:
- (a) Services to patients: those services of inpatient care which:
 - (i) are personally furnished to a patient by Hospitalists.
 - (ii) Contribute directly to the diagnosis or treatment of the patient; and
 - (iii) Ordinarily require performance by a physician, physician assistant, or nurse practitioner working under the direct supervision of a physician.
 - (b) Services to Hospital: Those services of **HPC** and/or Hospitalists which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in **BMC-EAST**; e.g., administrative and supervisory services shall be performed at no charge to **BMC-EAST**.
- 3.2. HMO's, PPO's, Workman's compensation, etc. **HPC** agrees to participate with **BMC-EAST** in providing care for any enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with **BMC-EAST** to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups. **HPC** shall reserve the right to negotiate terms for the professional Hospitalists' services with any such entity.
- 3.3 Cooperation with TEFRA Regulations. **HPC** shall comply with these provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect **BMC-EAST's** reimbursement. **HPC** shall do nothing, knowingly, which would adversely affect such reimbursement or **BMC-EAST's** Medicare/ Medicaid provider status.
- 3.4 Changes in the Law or Regulations. **HPC** and **BMC-EAST** hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation

under the Medicare program. Should these limits or any other law or regulation affecting reimbursement for **BMC-EAST** or for **HPC** under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.

- 3.5 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of **HPC** to compensation from **BMC-EAST** pursuant to Section 3.6 shall end as of the effective date of such termination, and **BMC-EAST** shall distribute to **HPC** the sum, if any, due and owing for services rendered by **HPC** as of the effective date of said termination and shall pay said sum within fifteen days (15) after the termination date.

3.6 Renumeration

- (a) HPC shall bill, collect, and retain fees for all services rendered by it, its' physicians and other employees providing services on its behalf hereunder.
- (b) HPC and BMC-East have agreed upon subsidy agreement such that BMC-East will provide a subsidy which shall make up any difference between HPC's net collections in a month and the sum of one hundred ten and no/100 dollars (\$110.00) per hour for the total (non-overlapping) hours covered by a physician in that month.
- (c) In each month of this Agreement, BMC-East shall make any subsidy payment owed to the HPC within ten (10) days of receipt of the prior month's documentation and proof of net collections.
- (d) HPC will make every effort to provide BMC-East with documentation and proof of net collections, for the previous month, by the 5th of the month.

GENERAL PROVISIONS

- 4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, **HPC** shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If **HPC** carries out any of the duties of this agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, **HPC** agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of

Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this agreement.

- 4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, and such reasonable steps being satisfactory to the non-breaching party, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.
- 4.3 Regulatory Requirements. The Hospitalists shall at all times conduct themselves and their conduct in compliance with Hospital's policies and procedures, Medical Staff Bylaws and Rules and Regulations, and all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over **BMC-EAST**. Hospitalists' practice shall further be in compliance with the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Internal Medicine.
- 4.4 Liability Insurance. **HPC** agrees that it Hospitalists will be covered by professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) single limit each incident, and Three Million Dollars (\$3,000,000.00) annual aggregate for each Hospitalist who provides services in the Hospital. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to **BMC-EAST**. **HPC** shall furnish **BMC-EAST** with prompt written notice of cancellation or material change in its insurance coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to **BMC-EAST**.
- 4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

- 4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation of determination of validity of this agreement or any provisions thereof.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions here of shall not be construed as a waiver of any other terms and conditions hereof.
- 4.9 Force Majeure. **BMC-EAST** is not obligated to compensate **HPC** for services during periods in which **HPC** is not performing its responsibilities under this Agreement because of :
- (a) Strike, lockout, walkout, or labor dispute affecting the Hospital or any portion thereof; or
 - (b) Acts of God; governmental restrictions, regulations or controls; enemy or hostile governmental action; civil commotion; insurrection or revolution; sabotage; fire or other casualty or other conditions beyond the control of either party
- 4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed servable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remained of this Agreement shall be effective and binding upon the parties.
- 4.11 Benefit of Successor. This agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.
- 4.12 Notice. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing. If mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

- (a) if to **Hospitalist, PC:**
(HPC)
ATTN: John D. Moorehouse, MD, FACEP
4160 Carmichael Road, Suite 104
Montgomery, AL 36116
334-272-1050 (telephone)
334-271-7698 (fax)
- (B) if to **Baptist Medical Center East:**
(BMC-EAST)
John Melton, Administrator
PO Box 241267
Montgomery, AL 36116-1267
334-244-8500 (telephone)

Unless otherwise provided, notices shall be effective on the earlier of (i) actual delivery, (ii) the date of transmission, if by facsimile, or (iii) as applicable, either the first business day following the date of deposit with a qualified courier service or the third business day following the date of deposit with United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail . Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

- 4.13 Term. The initial term of this Agreement shall be for a period of two (2) years, commencing April 1, 1999 unless it is terminated in the manner provided in paragraph 4.14. The Agreement may thereafter automatically renew for one (1) year terms, unless a proper termination is effected or either party gives at least a one hundred twenty days (120) written notice of an intention not to renew the Contract for another term.
- 4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred twenty (120) days written notice given by one party to the other.
- 4.15 Rights. No parties other than **HPC** and **BMC-EAST** have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.
- 4.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement either written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

- 4.17 Effective date. This agreement shall be in effect as of the date of execution of both parties or such date as the parties shall mutually agree upon. The parties hereto agree that this Agreement shall commence on the 1st day of April, 1999.

Baptist Medical Center East

By:


John Melton
Administrator

Date:

2/8/99

Hospitalist PC

By:


Paul K. Tanaka, MD
Vice-President

Date:

2/8/99

STATE OF ALABAMA

MONTGOMERY COUNTY

HOSPITALIST SERVICES AGREEMENT

This Agreement is entered into by and between Baptist Medical Center d/b/a Baptist Medical Center Downtown, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as "BMCD") and Hospitalist, P.C., an Alabama professional corporation (hereinafter referred to as "HPC").

WITNESSETH:

BMCD operates a general medical/surgical hospital facility in Montgomery, Alabama (hereinafter referred to as "the Hospital"), which requires the professional medical services of physicians. BMCD has recognized the need for a hospital based physician to provide important care services for unattached patients who present to the hospital for inpatient care, and/or to provide assistance to attending/referring physicians with their patients who are to be admitted to the Hospital; and

WHEREAS, HPC is able to provide qualified physicians (hereinafter referred to as "Hospitalists"), to provide the needed coverage and to provide the inpatient care services identified by BMCD; who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the BMCD Medical Staff, and receive privileges to practice in Internal Medicine; and, HPC can assure that the Hospitalists' they provide shall accept responsibility to provide professional medical services in the Hospital; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of BMCD, and the terms and conditions set forth in this Agreement;

THEREFORE, BMCD and HPC desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the provision of Hospitalists to provide inpatient care services at BMCD, and agree as follows:

HPCS' COMMITMENTS

1.1 Physician Staffing. HPC will provide appropriately licensed and qualified physicians who will provide inpatient care services during such hours as shall be mutually agreed upon by the parties hereto.

HPC provided Hospitalist's will, at a minimum be Board Eligible in Internal Medicine, be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Physicians, American Society of Internal Medicine and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Hospitalists will provide medical care to all "unattached" individuals who present themselves to the Hospital in need of inpatient medical services.

HPC shall maintain a schedule indicating the Hospitalist on duty each day, the service hours, and the times they were present in the Hospital.

Hospitalists shall not begin rendering services in the Hospital until he or she has been fully credentialed by BMCD.

1.2 Medical Staff Privileges

(a) Procedure. Each Hospitalist provided by HPC shall apply for medical privileges in Internal Medicine and must obtain approval for appropriate Medical Staff membership in accordance with BMCD policies and procedures and the Medical Staff Bylaws. Physician credentials shall be forwarded to BMCD by HPC in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at BMCD. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.

(b) Responsibilities of Hospitalist. Each Hospitalist provided by HPC shall have the same responsibilities as other members of the Medical Staff including attendance at Medical Staff and Committee meetings in accordance with the Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of emergency medical services hereunto, HPC and Hospitalists shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of BMCD. Neither HPC nor Hospitalists performing services for HPC under this Agreement, whether said Hospitalists be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against BMCD for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

1.4 Core Group. HPC shall maintain a stable group of full-time Hospitalists to work in the Hospital on a regular basis. Full-time Hospitalists are expected to live in the area. For good cause, BMCD shall have the right to refuse any physician which HPC proposes to use in the Hospital and/or to request the removal of any HPC Hospitalist, provided, however, that HPC has

been given at least thirty (30) days notice and an opportunity to cure any problems concerning a particular Physician.

1.5 Treatment and Patient Referral. All unattached patients presenting to the Hospital, and/or patients referred at the specific request of a referring physician, will be treated by the Hospitalist on duty, unless the patient/family requests otherwise. At the end of the period of hospitalization, the Hospitalists shall discharge the patient and arrange follow-up through an appropriate physician or clinic or in the case of referred patients, shall refer the patient back to his/her referring physician for follow-up care. Hospitalists' will not schedule themselves for follow-up care of discharged patients.

1.6 No Private Practice. Hospitalists' shall not otherwise engage in the private practice of medicine within the Hospital's primary service area (Montgomery, Autauga, Elmore, Pike, Crenshaw and Lowndes Counties) during the term of this Agreement.

1.7 Non Discrimination. HPC shall not discriminate against any Hospitalist applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.

1.8 Personal Expenses. HPC and Hospitalists shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.

1.9 No Authority to Commit BMCD. HPC shall incur no financial obligation on behalf of BMCD without prior written approval of BMCD.

1.10 Quality and Risk Management. HPC will provide a continuing review and an annual evaluation of the professional performance of each Hospitalist assigned to BMCD pursuant to this Agreement. BMCD shall participate in such annual evaluation. Hospitalist evaluations shall be shared with the appropriate BMCD committee as part of their peer review process. HPC will further implement the Quality and Risk Management Plan of the Hospital.

1.11 Utilization Review. HPC will assist in the Utilization Review Program by monitoring admissions to BMCD and by evaluating the appropriateness of such admissions according to established criteria.

1.12 Staff Education. Hospitalists will, without compensation, assist the Hospital in providing educational programs for BMCD's nursing, physician and ancillary staffs.

1.13 Evaluation. HPC shall meet with BMCD Administration on a quarterly basis to determine the level of attainment of stated goals to discuss any problem areas, and for review of the operation of the Hospitalist program.

1.14 Codes. Hospitalists shall respond to all emergencies or "codes" occurring in-house.

1.15 Claims/Litigation. HPC agrees to cooperate with BMCD in resolving all claims and litigation which may arise out of the providing of Hospitalist services by HPC. Hospitalists will personally respond to patient complaints/problems and as requested by a head nurse, and/or Administration.

1.16 Guest Relations. HPC agrees to stress guest relations techniques and patient satisfaction and to cooperate with surveys conducted by BMCD to measure patient and family satisfaction with Hospitalist services.

1.17 Marketing. HPC agrees, to the extent possible, to support, participate in, and submit input into BMCD's marketing program.

BMCD COMMITMENTS

2.1 Facilities and Supplies. BMCD shall make available, during the term of this Agreement, an appropriate office space and such equipment as the parties shall mutually agree upon as being required for the provision of services by the Hospitalists'.

2.2 Transcription of Records. BMCD will provide, through its' transcription system, transcription of all dictated medical records information on patients treated by HPC on a timely basis.

2.6 Assurance. During the term of this Agreement, BMCD shall not contract with any other physicians or entities for the services performed by Hospitalists assigned to BMCD through HPC and this Agreement. In the event this Agreement expires or is terminated by either party subject to the notice provisions contained herein, it is hereby agreed that BMCD may offer employment to any Hospitalist who is providing service in the Hospital at the time of such contract termination or expiration.

FEEES, BILLING, COLLECTION AND RENUMERATION

3.1 Definitions. For the purpose of this section, the following definitions shall apply:

- (a) Services to Patients: Those services of Hospitalists which:
 - (i) are personally furnished to a patient by Hospitalists.
 - (ii) contribute directly to the diagnosis or treatment of the patient; and
 - (iii) ordinarily require performance by a physician, physician assistant, or nurse practitioner working under the direct supervision of a physician.

- (b) **Services to Hospital:** Those services of HPC and/or Hospitalists which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in BMCD; e.g., administrative and supervisory services shall be performed at no charge to BMCD.

3.2 **HMO's, PPO's, Workman's Comp., Etc.** HPC agrees to participate with BMCD in providing care for enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with BMCD to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups.

3.3 **Cooperation with TEFRA Regulations.** HPC shall comply with those provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect BMCD's reimbursement. HPC shall do nothing, knowingly, which would adversely affect such reimbursement or BMCD's Medicare/Medicaid provider status.

3.4 **Changes in the Law or Regulations.** HPC and BMCD hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation under the Medicare program. Should these limits or any other law or regulation affecting reimbursement for BMCD or for HPC under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.

3.5 **Final Payment.** In the event this Agreement is terminated as provided for herein, all rights of HPC to compensation from BMCD pursuant to Section 3.7 shall end as of the effective date of such termination, and BMCD shall distribute to HPC the sum, if any, due and owing for services rendered by HPC as of the effective date of said termination and shall pay said sum within fifteen (15) days after the termination date.

3.7 **Remuneration.**

- (a) HPC shall bill, collect, and retain fees for all services rendered by it, its' physicians and other employees providing services on its behalf hereunder.
- (b) HPC and BMCD have agreed upon subsidy arrangement such that BMCD will provide a subsidy which shall make up any difference between HPC's [REDACTED] or the total (non-overlapping) hours covered by a physician in that month.
- (c) In each month of this Agreement, BMCD shall make any subsidy payment owed to HPC within ten (10) days of receipt of the prior month's documentation and proof of net collections.
- (d) HPC will make every effort to provide BMCD with documentation and proof of net collections, for the previous month, by the 5th of the month.

GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, HPC shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If HPC carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, HPC agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The Hospitalists shall at all times conduct themselves and their conduct in compliance with Hospital's policies and procedures, Medical Staff Bylaws and Rules and Regulations, and all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over BMCD. Hospitalists' practices shall further be in compliance with the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Internal Medicine.

4.4 Liability Insurance. HPC agrees that its Hospitalists will be covered by professional liability insurance in the amount of at least \$1 million/\$3 million for each Hospitalist who provides services in the Hospital. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to BMCD. HPC shall furnish BMCD with prompt written notice of cancellation or material change in its insurance coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to BMCD.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

4.9 Force Majeure. BMCD is not obligated to compensate HPC for services during periods in which HPC is not performing its responsibilities under this Agreement because of:

- (a) strike, lockout, walkout or labor dispute affecting the hospital or any portion thereof; or
- (b) Acts of God; governmental restrictions, regulations or controls; enemy or hostile governmental action; civil commotion; insurrection or revolution; sabotage; fire or other casualty or other conditions beyond the control of either party

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing. If mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

If to BMCD:

Al Hargrave, Vice President/Administrator
Baptist Medical Center Downtown
310 South Ripley Street
Montgomery, Alabama 36104
(334) 269-8650

If to HPC:

John D. Moorehouse, M.D., FACEP
Hospitalist, P.C.
4160 Carmichael Road, Suite 104
Montgomery, Alabama 36116
(334) 272-1050

Unless otherwise provided, notices shall be effective on the earlier of (i) actual delivery, (ii) the date of transmission, if by facsimile, or (iii) as applicable, either the first business day following the date of deposit with a qualified courier service or the third business day following the date of deposit with the United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

4.13 Term. The term of this Agreement shall be two (2) years, automatically renewable for a like term at the end of each term unless sooner terminated by either party.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty days (180) days written notice given by one party to the other.

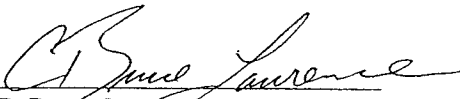
4.15 Rights. No parties other than HPC and BMCD have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.


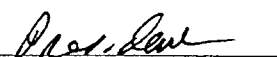
4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

4.17 Effective Date. This Agreement shall be in effect as of the date of execution of both parties or such date as the parties shall mutually agree upon. The parties hereto agree that this Agreement shall commence on the _____ day of _____, 1998.

BAPTIST MEDICAL CENTER d/b/a
BAPTIST MEDICAL CENTER DOWNTOWN

HOSPITALIST, P.C.

By: 
C. Bruce Lawrence
Senior Vice President/COO
Baptist Medical Center

By: 
Its: 

Date: 10-28-98

Date: 10/29/98

STATE OF ALABAMA

MONTGOMERY COUNTY

HOSPITALIST SERVICES AGREEMENT

This Agreement is entered into by and between **Jackson Hospital & Clinic, Inc.**, Montgomery, Alabama, an Alabama non-profit corporation (hereinafter referred to as "**JHC**") and **Hospitalist, PC**, an Alabama professional corporation (hereinafter referred to as "**HPC**").

WITNESSETH:

JHC OPERATES a general medical/surgical hospital facility in Montgomery, Alabama, (hereinafter referred to as "the Hospital"), which requires the professional medical services of physicians. **JHC** has recognized the need for hospital based physicians to provide important care services for unattached patients who present to the Hospital, for inpatient care, or to provide assistance to attending/referring physicians with their patients who are to be admitted to the Hospital; and

WHEREAS, **HPC** is able to provide qualified physicians (hereinafter referred to as "Hospitalists"), to provide the needed coverage and the inpatient care services identified by **JHC**; who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the **JHC** Medical Staff, and receive privileges to practice in Internal Medicine or Family Practice; and, **HPC** can assure that the Hospitalists' they provide shall accept responsibility to provide professional medical services in the Hospital; in accordance with accepted medical standards, the Bylaws of the Medical Staff, the policies and procedures of **JHC** , and the terms and conditions set forth in this Agreement;

THEREFORE, **JHC** and **HPC** desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the provision of Hospitalists to provide inpatient care services at **JHC**, and agree as follows:

HPC's COMMITMENTS

- 1.1 Physician Staffing. **HPC** will provide appropriately licensed and qualified physicians who will provide inpatient care services as shall be mutually agreed upon by the parties hereto.

HPC provided Hospitalists' will, at a minimum be Board Eligible in Internal Medicine or Family Practice, be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and in accordance with the rules and regulations of the American College of Physicians, American Society of Internal Medicine, or American Academy of Family Physicians, and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Hospitalists will provide medical care to all "unattached" individuals who present themselves to the Hospital in need of inpatient medical services.

HPC shall maintain a schedule indicating the Hospitalists on duty each day, the service hours, and the times they will be present in the Hospital.

Hospitalists shall not begin rendering services in the Hospital until he or she has been fully credentialed by **JHC**.

1.2 Medical Staff Privileges.

- (a) Procedure. Each Hospitalist provided by **HPC** shall apply for medical privileges in Internal Medicine or Family Practice and must obtain approval for appropriate Medical Staff membership in accordance with **JHC** policies and procedures and the Medical Staff Bylaws. Physician credentials shall be forwarded to **JHC** by **HPC** in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at **JHC**. Medical Staff privileges shall be maintained according to the Medical Staff Bylaws.
- (b) Temporary Medical Staff Privileges. Notwithstanding any other provision in this agreement, it is understood that, on occasion, temporary Medical Staff Privileges may be requested by **HPC** due to unusual or unforeseen circumstances. In such instances, temporary Medical Staff Privileges may be granted by **JHC** officials in accordance with Medical Staff Bylaws.
- (c) Responsibilities of Hospitalists. Each Hospitalist provided by **HPC** shall have the same responsibilities as other members of the Medical Staff including attendance at medical staff and committee meetings in accordance with Medical Staff Bylaws.

1.3 Independent Contractors. In the performance of inpatient medical services hereunto, **HPC** and Hospitalists shall at all times act as independent

contractors practicing their profession, and not as employee(s) or agent(s) of **JHC**. Neither **HPC** nor Hospitalists performing services for **HPC** under this Agreement, whether said Hospitalists be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against **JHC** for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

- 1.4 Core Group. **HPC** shall maintain a stable core group of full-time Hospitalists to work in the Hospital on a regular basis. Full-time Hospitalists are expected to live in the area. For good cause, **JHC** shall have the right to refuse any physician which **HPC** proposes to use in the Hospital and/or to request the removal of any **HPC** Hospitalist, provided, however, that **HPC** has been given a 60 day notice and an opportunity to cure any problems concerning a particular physician.
- 1.5 Treatment and Patient Referral. All unattached patients presenting to the Hospital, and/or patients referred at the specific request of a referring physician, will be treated by the Hospitalist on duty, unless the patient/family requests otherwise. At the end of the period of hospitalization, the Hospitalists shall discharge the patient and arrange follow-up through an appropriate physician or clinic or in the case of referred patients, shall refer the patient back to his/her referring physician for follow-up care. Hospitalists' will not schedule themselves for follow-up care of discharged patients.
- 1.6 No Private Practice. Full-time Hospitalists' shall not otherwise engage in the private practice of medicine within the Hospital's primary service area (Montgomery, Autauga, Elmore, Pike, Crenshaw, and Lowndes Counties) during the term of this agreement.
- 1.7 Non-Discrimination. **HPC** shall not discriminate against any Hospitalist applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.
- 1.8 Personal Expenses. **HPC** and Hospitalists shall be responsible for all personal and professional expenses, including but not limit to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.
- 1.9 No Authority to commit to **JHC**. **HPC** shall incur no financial obligation on behalf of **JHC** without prior written approval of **JHC**.

- 1.10 Quality and Risk Management. **HPC** will provide a continuing review and an annual evaluation of the professional performance of each Hospitalist pursuant to this Agreement. **JHC** shall participate in such annual evaluation. Hospitalist evaluations shall be shared with the appropriate **JHC** committee as part of their peer review process. **HPC** will further implement the Quality and Risk Management Plan of the Hospital.
- 1.11 Utilization Review. **HPC** will assist in the Utilization Review Program by monitoring admissions to **JHC** from the Hospitalist and evaluating the appropriateness of such admissions according to established criteria.
- 1.12 Staff Education. Hospitalists will, without compensation, assist the Hospital in providing educational programs for **JHC's** nursing, physician, and ancillary staffs.
- 1.13 Evaluation. **HPC** shall meet with **JHC** Administration on a quarterly basis to determine the level of attainment of stated goals to discuss any problem areas, and for review of the operation of the Hospitalist program.
- 1.14 Codes. Hospitalists shall respond to all emergencies or "codes" occurring in-house.
- 1.15 Claims/ Litigation. **HPC** agrees to cooperate with **JHC** in resolving all claims and litigation, which may arise out of providing of Hospitalist services by **HPC**. Hospitalists will personally respond to patient complaints/problems and as requested by a head nurse, and/or Administration.
- 1.16 Guest Relations. **HPC** agrees to stress guest relation techniques and patient satisfaction and to cooperate with surveys conducted by **JHC** to measure patient and family satisfaction with Hospitalist services.
- 1.17 Marketing. **HPC** agrees, to the extent possible, to support, participate in, and submit input into **JHC** 's marketing program.

JHC COMMITMENTS

- 2.1 Transcription of records. **JHC** will provide, through its transcription systems, a transcription of all dictated medical records information on patients treated by **HPC** on a timely basis.

- 2.2 Assurance. During the term of this agreement, **JHC** shall not contract with any other physicians or entities for the services performed by Hospitalists assigned to **JHC** through **HPC** and this agreement. In the event this Agreement expires, or is terminated by either party subject to the notice provisions contained herein, it is hereby agreed that **JHC** may offer employment to any Hospitalist who is providing service in the Hospital at the time of such contract termination or expiration.

FEES, BILLING, COLLECTION, and REMUNERATION

- 3.1 Definitions. For the purpose of this section, the following definitions shall apply:
- (a) Services to patients: those services of inpatient care which:
 - (i) are personally furnished to a patient by Hospitalists.
 - (ii) Contribute directly to the diagnosis or treatment of the patient; and
 - (iii) Ordinarily require performance by a physician, physician assistant, or nurse practitioner working under the direct supervision of a physician.
 - (b) Services to Hospital: Those services of **HPC** and/or Hospitalists which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in **JHC**; e.g., administrative and supervisory services shall be performed at no charge to **JHC**.
- 3.2. HMO's, PPO's, Workman's compensation, etc. **HPC** agrees to participate with **JHC** in providing care for any enrollees of any Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) or similar groups, and/or employees or employers who might contract with **JHC** to provide care for their enrollees/employees, and in the development of a special pricing structure for such groups. **HPC** shall reserve the right to negotiate terms for the professional Hospitalists' services with any such entity.
- 3.3 Cooperation with TEFRA Regulations. **HPC** shall comply with these provisions of the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) which affect **JHC's** reimbursement. **HPC** shall do nothing, knowingly, which would adversely affect such reimbursement or **JHC's** Medicare/Medicaid provider status.

- 3.4 Changes in the Law or Regulations. **HPC** and **JHC** hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reimbursable compensation set by regulation under the Medicare program. Should these limits or any other law or regulation affecting reimbursement for **JHC** or for **HPC** under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation by either party upon the giving of written request to the other party.
- 3.5 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of **HPC** to compensation from **JHC** pursuant to Section 3.6 shall end as of the effective date of such termination, and **JHC** shall distribute to **HPC** the sum, if any, due and owing for services rendered by **HPC** as of the effective date of said termination and shall pay said sum within fifteen days (15) after the termination date.
- 3.6 Financial Terms. In consideration of **HPC** managing and providing treatment to all unattached medical inpatient or observation admissions through **JHC**'s Emergency Department and accepting all Medical inpatient and observation admissions from physicians not having hospital practices or physician with hospital practices who desire to refer patients, **JHC** shall assist **HPC** with its Net Operating Expenses up to \$200,000.00 per year (\$16,666.67) per month. Net Operating Expenses shall be defined as **HPC**'s Yearly Operational Expenses including physician costs and the amortization (over 5 years) of its start-up expenses as outlined in the budget accompanying this agreement, less collections from all sources related to medical services provided to these patients.

At the conclusion of the first (15) fifteen months of this Hospitalist Program Agreement, Net Operating Expenses related to this Agreement, shall be calculated for the previous twelve (12) months. Based upon this calculation and analysis, the annual Net Operating Expense assistance amount from **JHC** shall be reduced by the amount that annual Net Operating Expenses are below \$200,000.00 per year. At the point in time when Net Operating Expenses reach "zero" or collections are equal to or exceed Operational Expenses, the financial assistance from **JHC** shall cease. **JHC** shall have the right to inspect the books and records of **HPC** that support the calculations and analysis of Net Operating Expenses.

GENERAL PROVISIONS

- 4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their

duly authorized representatives, **HPC** shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If **HPC** carries out any of the duties of this agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, **HPC** agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this agreement.

- 4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, and such reasonable steps being satisfactory to the non-breaching party, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.
- 4.3 Regulatory Requirements. The Hospitalists shall at all times conduct themselves and their conduct in compliance with Hospital's policies and procedures, Medical Staff Bylaws and Rules and Regulations, and all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over **JHC**. Hospitalists' practice shall further be in compliance with the applicable standards of the Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of Internal Medicine.
- 4.4 Liability Insurance. **HPC** agrees that it Hospitalists will be covered by professional liability insurance in the amount of One Million Dollars (\$1,000,000.00) single limit each incident, and Three Million Dollars (\$3,000,000.00) annual aggregate for each Hospitalist who provides services in the Hospital. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to **JHC**. **HPC** shall furnish **JHC** with prompt written notice of cancellation or

material change in its insurance coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to **JHC**.

- 4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.
- 4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this agreement or any provisions thereof.
- 4.7 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions here of shall not be construed as a waiver of any other terms and conditions hereof.
- 4.9 Force Majeure. **JHC** is not obligated to compensate **HPC** for services during periods in which **HPC** is not performing its responsibilities under this Agreement because of :
- (a) Strike, lockout, walkout, or labor dispute affecting the Hospital or any portion thereof; or
 - (b) Acts of God; governmental restrictions, regulations or controls; enemy or hostile governmental action; civil commotion; insurrection or revolution; sabotage; fire or other casualty or other conditions beyond the control of either party
- 4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed servable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remained of this Agreement shall be effective and binding upon the parties.
- 4.11 Benefit of Successor. This agreement is binding upon and shall inure to the benefit of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notice. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing. If mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

(a) if to **Hospitalist, PC:**

(HPC)

ATTN: John D. Moorehouse, MD, FACEP
4160 Carmichael Road, Suite 104
Montgomery, AL 36116
334-272-1050 (telephone)
334-271-7698 (fax)

(B) if to **Jackson Hospital:**

(JHC)

Donald M. Ball, President
1725 Pine Street
Montgomery, AL 36106
334-293-8000 (telephone)

Unless otherwise provided, notices shall be effective on the earlier of (i) actual delivery, (ii) the date of transmission, if by facsimile, or (iii) as applicable, either the first business day following the date of deposit with a qualified courier service or the third business day following the date of deposit with United States Post Office or in a regularly maintained receptacle for the deposit of United States Mail. Any refusal to accept delivery of any such communication shall be considered successful delivery thereof.

4.13 Term. The initial term of this Agreement shall be for a period of two (2) years, commencing 1-20-99 unless it is terminated in the manner provided in paragraph 4.14. The Agreement may thereafter automatically renew for one (1) year terms, unless a proper termination is effected or either party gives at least a one hundred twenty days (120) written notice of an intention not to renew the Contract for another term.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred twenty (120) days written notice given by one party to the other.

4.15 Rights. No parties other than **HPC** and **JHC** have rights under this Agreement. Both parties are prohibited from assigning their rights and

responsibilities to another party without the prior written consent of the other party.

- 4.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement either written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.
- 4.17 Effective date. This agreement shall be in effect as of the date of execution of both parties or such date as the parties shall mutually agree upon. The parties hereto agree that this Agreement shall commence on the 20th day of Feb, 1998.
1999

Jackson Hospital & Clinic, Inc.

By: Donald M. Ball
Donald M. Ball
President

Date: 1-20-99

Hospitalist, PC

By: John D. Moorehouse
John D. Moorehouse, MD
President

Date: 1-20-99

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made effective as of this the ____ day of _____, 19__, even though executed on a later subsequent day by and between **HOSPITALIST, P.C.** ("Company") and _____ ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various hospitals ("Hospitals") to coordinate physician services for hospital based physicians who practice in Internal Medicine to provide important care services for unattached patients who present to such Hospitals for inpatient care, and/or to provide assistance to attending/referring physicians with their patients who are to be admitted to such Hospitals;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

WHEREAS, Company desires to engage the Independent Contractor to provide the needed coverage and to provide the inpatient care services ("services"), upon the terms and conditions set forth herein, and the Independent Contractor desire to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. **Recitals Approved**. The above Recitals are true and correct and are incorporated herein by this reference.
2. **Duties of the Independent Contractor**. Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:
 - A. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;
 - B. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that

govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

C. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

D. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

3. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

A. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

B. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

- (a) All typing and other clerical duties;
- (b) Scheduling appointments;
- (c) Answering telephones
- (d) Facilities and equipment maintenance and cleaning services; and
- (e) Financial management, bookkeeping and related services.

1. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

2. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

3. **Contract Amount.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

4. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery, billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

5. **Term.**

A. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) years, beginning on the date first above written, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period.

ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

- (i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;
- (i) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;
- (i) The breach by the Independent Contractor of the American Board of Internal Medicine Rules of Ethical Principles;
- (i) The conviction of the Independent Contractor for a crime punishable as a felony;
- (i) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;
- (i) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

- (i) The failure of the Independent Contractor to provide or perform services as required hereunder;
- (i) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;
- (i) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;
- (i) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;
- (i) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;
- (i) The death of the Independent Contractor; and
- (i) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

A. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

2. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such

coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

3. **Indemnification**. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

4. **Independent Contractor Relationship**. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others,

whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

5. **Independent Contractor's Warranties.** The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

6. **Maintain Certifications.** The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (d) Evidence of certification by the American Board of Internal Medicine; and
- (e) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

1. **Outside Professional Activities.** It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

2. **Confidential, Trade Secret Information.** The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

3. **Agency.** Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

4. **Restrictive Covenant.**

A. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

- (i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

- (i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;
 - (i) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or
 - (i) Keep and maintain all such billing and other related administrative information confidential and secret in every way.
 - A. The territory referred to in this section shall be designated as the State of Alabama.
 - B. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.
2. **Injunctive Relief.**
- A. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.
 - B. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.
 - C. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

D. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

3. **Notices.** Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

Company:

Hospitalist, P.C.
John D. Moorehouse, M.D.
President
4160 Carmichael Road,
Suite 200
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

1. **Waiver of Breach.** No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

2. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under

this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

3. **Captions**. The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

4. **Reconciliation Clause**. To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

5. **Patient Medical and Surgical Records**. Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

6. **Assignment; Binding Agreement**. This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

7. **Entire Agreement**. This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

8. **Severability of Provisions**. The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

9. **Prior Agreements**. This Agreement supersedes any prior Agreement of the Parties.

10. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

11. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

12. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

13. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

14. **IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

HOSPITALIST, P.C.

Secretary

(Corporate Seal)

By: _____
John D. Moorehouse, M.D.
Its President
"Company"

Witness:

"Independent Contractor"

EXHIBIT 1

CONTRACT AMOUNT/HOSPITALIST

ANNUAL CONTRACT AMOUNT = \$ to be paid in 12 equal monthly amounts not later than the 15th day of each month.

"Independent Contractor"

Date

John D. Moorehouse, MD, FACEP
"Hospitalist, PC"

Date

Prime Care

AERAS 1153

STATE OF ALABAMA

MONTGOMERY COUNTY

COPY

PHYSICIAN STAFFING AGREEMENT

This Agreement is entered into by and between Baptist Ventures, Inc., Montgomery, Alabama, an Alabama corporation (hereinafter referred to as "BVI") and Prime Care, P.C., an Alabama professional corporation (hereinafter referred to as "Prime Care").

WITNESSETH:

WHEREAS, BVI operates PRI MED urgent care facilities in Montgomery and surrounding counties (hereinafter referred to as "PRI MEDS"), which require the professional medical services of physicians. BVI has determined that in order to insure the proper and efficient operation of the PRI MEDS that several objectives must be met, including but not limited to, appropriate physician coverage hours, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in record keeping, and above all quality patient care;

WHEREAS, Prime Care is capable and willing to provide physicians (hereinafter referred to as "Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the Baptist Ventures, Inc. ("BVI") Medical Staff, and receive privileges to practice in the PRI MEDS; and, Prime Care can assure that the Physicians they provide shall accept responsibility to provide services in the PRI MEDS in accordance with accepted medical standards, the policies and procedures of BVI, and the terms and conditions set forth in this Agreement.

THEREFORE, BVI and Prime Care desire to provide a full statement of their agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the PRI MEDS, and agree as follows:

1. PRIME CARE COMMITMENTS

1.1 Physician Staffing.

(a) Prime Care shall provide physician staffing for the PRI MEDS through duly licensed and qualified Physicians on a continuous, uninterrupted basis, each day, seven (7) days each week for the duration of this Agreement. The number of physicians and the hours to be worked shall be in the sole discretion of BVI.

(b) Prime Care will provide Physicians who, at a minimum, shall be American Board Certified or Eligible in Family Medicine/Internal Medicine/Emergency Medicine or in a primary specialty with experience in emergency medicine. All Physicians provided by Prime Care shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of the qualifications, prerogatives, and

responsibilities of their Medical Staff status. The Physicians furnished by Prime Care will provide care to all individuals who present themselves to the PRI MEDS for medical treatment.

1.2 Medical Staff Privileges.

(a) **Application Process.** Each Physician provided by Prime Care shall be interviewed and approved by BVI before applying for medical privileges in their speciality and must obtain approval for appropriate Medical Staff membership in accordance with BVI policies and procedures. Physician credentials shall be forwarded to BVI or its designee by Prime Care in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at a PRI MED. Medical Staff privileges shall be maintained according to the BVI policies and procedures.

(b) **Temporary Medical Staff Privileges.** Notwithstanding any other provisions in this Agreement, it is understood that, on occasion, temporary Privileges may be requested by Prime Care due to unusual or unforeseen circumstances.

(c) **Responsibilities of Physicians.** Each Physician provided by Prime Care shall have the responsibilities set forth hereinafter.

1.3 Independent Contractors. In the performance of primary care services hereunto, Prime Care and its' Physicians shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of BVI. Neither Prime Care nor Physicians performing services for Prime Care under this Agreement, whether said Physicians be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against BVI for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

1.4 Core Group. Prime Care shall maintain a stable core group of full-time Physicians to work in the respective PRI MEDS on a regular basis. Full time Physicians are expected to live in the area. It is Prime Care's intent to keep physician turnover to a minimum. BVI shall have the right to refuse any physician which Prime Care proposes to use in a PRI MED and/or to request the removal of any Prime Care Physician who in BVI's sole judgment does not meet the standards and qualifications required by it for Physicians practicing in its facilities.

1.5 Admission Privileges. PRI MED Physicians will not have admission privileges at any Baptist Health facility, unless such Physicians independently apply for such privileges.

1.6 Non Discrimination. Prime Care shall not discriminate against any Physician applying for employment or sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.

1.7 Personal Expenses. Prime Care and Physicians shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.

1.8 No Authority to Commit BVI. Prime Care shall incur no financial obligation on behalf of BVI without prior written approval of BVI.

1.9 Evaluation. Prime Care shall meet with BVI Administration on at least a quarterly basis to determine the level of attainment of stated goals, to discuss any problem areas, and for review of the operation of the PRI MEDS.

1.10 Cooperation. Prime Care and BVI agree to cooperate in resolving all claims and litigation which may arise out of the providing of PRI MED medical services by Physicians. PRI MED Physicians and/or the PRI MED Medical Director will personally respond to patient complaints/problems as requested.

1.11 Payor Contracting. Prime Care and BVI agree to participate in all plans for which Baptist Medical Center is a hospital provider or which is approved by Central Alabama Management Service Organization (CAMSO) or any Physician Hospital Organization (PHO) developed by Baptist and its medical staff notwithstanding the above, Prime Care and BVI will participate jointly in all contract reviews and negotiations.

2. BVI COMMITMENTS

2.1 Facilities and Supplies. BVI shall make available during the term of this Agreement such equipment as is required for the proper operation of the PRI MEDS. BVI shall provide said PRI MEDS with utilities, housekeeping, laundry and other supplies for the proper and efficient operation of the same. Prime Care and/or Physicians shall inform BVI of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.

2.2 X-Ray. BVI shall provide an x-ray procedure room and appropriately trained staff for each PRI MED.

2.3 Lab. BVI shall provide an appropriate lab and availability of more advanced laboratory procedures through outside sources.

2.4 Personnel. All non-physician personnel required for the proper operation of the PRI MEDS shall be employed or assigned by BVI. Salaries, benefits, hours of work, job descriptions and responsibilities, and personnel policies shall be established by BVI. All PRI MED personnel shall be trained and qualified in appropriate medicine services and shall be capable of performing their assigned responsibilities. All salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character shall be, and remain, the responsibility and obligation of BVI.

2.5 Assurance. During the term of this Agreement, BVI shall not contract with any other physicians or entities for the services performed by Physicians assigned to BVI through Prime Care and this Agreement.

3. FEES, BILLING, COLLECTION AND REMUNERATION

3.1 Fee Schedule. BVI shall establish and maintain a schedule of fees to be charged for Physicians' professional services rendered to patients in the PRI MEDS.

3.2 Changes in the Law or Regulations. Prime Care and BVI hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reasonable compensation set by IRS and other regulations regarding compensation of physicians in similar circumstances. Should these limits or any other law or regulation affecting reimbursement for BVI or for Prime Care under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation.

3.3 Billing and Collection for Services Rendered. BVI shall be responsible for the billing and collection of all professional fees for services to patients. Prime Care shall provide sufficient information including diagnosis, professional service code and any other pertinent data to BVI to enable BVI to bill Patients for services provided by Physicians. The information supplied to BVI by Prime Care may be released by BVI for billing purposes.

3.4 Remuneration. Prime Care shall be compensated for services rendered by Physicians in accordance with the formula set forth in Exhibit A.

3.5 Assignment. Prime Care shall cause each Physician to assign to BVI all accounts receivable generated from the services rendered to patients at the PRI MEDS pursuant to this Agreement. To that end, each Physician shall be obligated to complete a written agreement with BVI which complies with the Medicare Reassignment Rules set forth in the Medicare Carriers' Manual, Section 3060. Each Physician shall also complete such other forms or documents necessary to assign his or her receivables to BVI. It is the intent of the parties hereto to comply with all laws, rules and regulations relating to third-party payor requirements.

4. GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Prime Care shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its service. Such inspections shall be available up to four (4) years after the rendering of such services. If Prime Care carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, Prime Care agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Section. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach to the breaching party, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The PRI MEDS shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction. PRI MEDS practices shall be in compliance with the policies and regulations of BVI and its parent corporation Baptist Health, the applicable standards of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of practice of medicine.

4.4 Liability Insurance. During the term of this Agreement, Prime Care agrees that its Physicians who provide services in the PRI MEDS will each be covered by professional liability insurance in the amount of at least one million dollars (\$1,000,000) single limit each incident, and Three Million Dollars (\$3,000,000) annual aggregate. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to BVI. Prime Care shall furnish BVI with prompt written notice of cancellation or material change in its insurance coverage. Upon termination of this Agreement, Prime Care shall purchase the Optional Extension Period Coverage, or similar "tail" policy, available to it under its professional liability insurance policy contemplated by this section. Prime Care shall include in its agreement with its subcontracting or employed physicians a requirement that such physicians purchase the Optional Extension Period Coverage upon termination of their services at BVI under this Agreement, however, Prime Care shall not be liable to BVI or third parties for the failure of its subcontracting or employed physicians to obtain such coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to BVI.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

4.9 Acts of God. BVI is not obligated to compensate Prime Care for services during periods in which Prime Care is not performing its responsibilities under the Agreement because a PRI MED is closed due to an Act of God.

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the permitted assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing, if mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

If to BVI:

Robin Barca, Senior Vice President and COO
Baptist Ventures, Inc.
301 Brown Springs Road
Post Office Box 244001
Montgomery, Alabama 36124-4001

If to Prime Care:

Paul Tanaka, M.D.
Prime Care, P.C.
4160 Carmichael Road, Suite 101
Montgomery, Alabama 36104

or such other place or places as any of the parties each shall designate by written notice to the other.

4.13 Term. The term of this Agreement shall commence on the Effective Date (as defined in Section 4.17) and shall continue for one (1) year, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for successive one (1) year periods, subject to the termination provisions set forth herein.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty (180) days prior written notice given by one party to the other.

4.15 Rights. No parties other than Prime Care and BVI have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.

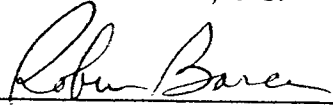
4.17 Effective Date. This Agreement shall be in effect as of the _____ day of _____, 2002.

4.18 Effects of Termination. Upon termination of this Agreement, as herein provided, neither party shall have any further rights or obligations hereunder except: (a) for obligations accruing prior to the date of termination, including the obligation of BVI to compensate Prime Care for services provided by the Physicians through the date of termination, including, but not limited to, any Compensation (as defined in Exhibit A) based on Adjusted Professional Fees (as defined in Exhibit A) received by BVI within 120 days following the date of termination, (b) for obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, or (c) arising as a result of any breach of this Agreement. Termination of this Agreement, regardless of the cause of such termination, shall not affect a Physician's Medical Staff status or clinical privileges at any other Baptist Health facility. In the event this Agreement is terminated before the first annual anniversary of the Effective Date, the parties agree not to enter into a new agreement that covers services similar to those described in this Agreement until after the first annual anniversary of the Effective Date. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

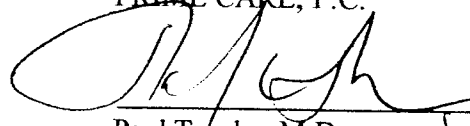
4.19 Construction of Agreement. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama, applied without giving effect to any conflicts-of-law principles. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

IN WITNESS WHEREOF, Prime Care and BVI, by and through their duly authorized officers, have caused this Agreement to be made effective as of the date set forth above.

BAPTIST VENTURES, INC.

By: 
Robin Barca
Senior Vice President and COO
Baptist Ventures, Inc.

PRIME CARE, P.C.


Paul Tanaka, M.D.
President
Prime Care, P.C.

Date: 5/13/08

EXHIBIT A

COMPENSATION FOR SERVICES

- A. **Compensation.** Prime Care will be compensated for services provided to BVI and PRIMED patients as follows: Prime Care shall be paid compensation of 59% of Adjusted Professional Fees, \$10.00 per EKG and \$8.00 per x-ray. PRIMED locations open less than twenty-four (24) months shall be paid compensation equal to the greater of \$85.00 per operating hour or 59% of Adjusted Professional Fees, \$10.00 per EKG and \$8.00 per x-ray.
- B. **Definitions.** For purposes of calculating Prime Care's Compensation in Paragraph A above, the following definitions shall apply:
1. *"Gross Professional Fees"* shall include gross revenue for all office visits, surgical procedures, and medical review services provided by Physicians and shall exclude all revenue from Ancillary Services, medical supplies and other services.
 2. *"Revenue Adjustment Factor"* shall be a percentage calculated by dividing Actual Total Adjustments to Revenue plus Net Provision for Bad Debt by Actual Total Annual Gross Revenue for all PRI MEDS combined for the immediately preceding fiscal year. For fiscal year 1998, the Revenue Adjustment Factor was 16.4%.
 3. *"Adjusted Professional Fees"* shall be calculated by subtracting the product of the Gross Professional Fees multiplied by the Revenue Adjustment Factor for the Gross Professional Fees.
 4. *"Fiscal Year"* shall mean the twelve (12) month period beginning July 1 and ending June 30.
 5. *"Ancillary Services"* shall mean those designated health services covered by Medicare's Limitation on Certain Physician Referrals, 42 U.S.C. 1395 nn (commonly referred to as the "Stark II" law), but excluding designated health services personally performed or provided by a referring Physicians.
- C. **Payment Schedule.** Compensation shall be paid by BVI to Prime Care monthly by the tenth day of each month based on the Adjusted Professional Fees received by BVI in the prior month (e.g., amount earned in April will be paid by May 10th).
- D. **Miscellaneous.**
1. **Access to Records.** BVI shall make available for review by Prime Care such accounting and other records as are necessary to verify and substantiate the Compensation set for above.
 2. **Fair Market Value.** BVI and Prime Care have entered into this Agreement with the intent of conducting their professional services relationship in full compliance with applicable state, local, and federal laws including, but not limited to, the Medicare/Medicaid Anti-Fraud and Abuse and Stark laws. Accordingly, the compensation payable to Prime Care has been negotiated in good faith and in arm's-length negotiations and represents the fair market value of the services provided by Prime

Care under this Agreement. The compensation paid by BVI to Prime Care is not directly or Indirectly based on the volume of value of any referrals or other business generated by Prime Care, or its Physicians, for BVI. This Agreement covers all of the services Prime Care shall provide to BVI for the term of this Agreement and the services are reasonably necessary to accomplish the commercially reasonable business purposes associated with the operation of the PRI MEDS.

3. Referrals. The parties acknowledge that none of the remuneration granted either party herein is conditioned on any requirement that either party hereto or any of its respective physicians make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party hereto, or any of their respective physicians.

STATE OF ALABAMA

MONTGOMERY COUNTY

COPY

PRI MED MANAGEMENT AGREEMENT

This Agreement is entered into by and between Baptist Ventures, Inc., Montgomery, Alabama, an Alabama corporation (hereinafter referred to as "BVI") and Prime Care, P.C., an Alabama professional corporation (hereinafter referred to as "Prime Care").

WITNESSETH:

WHEREAS, BVI operates PRI MED urgent care facilities in Montgomery and surrounding counties (hereinafter referred to as "PRI MEDS"), which require the management of certain professional medical services provided by physicians. BVI has determined that in order to insure the proper and efficient operation of the PRI MEDS that several objectives must be met, including but not limited to, appropriate physician coverage hours, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in record keeping, and above all quality patient care;

WHEREAS, the parties have entered into that certain Physician Staffing Agreement of even date hereof (the "Physician Staffing Agreement"), pursuant to which Prime Care will provide physicians to staff the PRI MEDS (collectively, the "Physicians"); and

WHEREAS, Prime Care is capable and willing to provide to the PRI MEDS the Management Services set forth below in accordance with the terms of this Agreement.

THEREFORE, BVI and Prime Care desire to provide a full statement of their agreement by setting forth the rights and duties of each party with respect to the Management Services, and agree as follows:

1. PRIME CARE COMMITMENTS

1.1 Services of Prime Care. During the term of this Agreement, BVI hereby engages Prime Care to provide on a full-time basis, directly or through its Designees, those management services set forth herein (the "Management Services"). The term "Designee" shall mean a person or entity, including employees and independent contractors, engaged, hired or retained by Prime Care to perform, on its behalf, the Management Services.

1.2 Time and Attention to Duties. Prime Care shall devote the time and attention of its personnel to the faithful performance of its duties under this Agreement. However, the manner and means by which Prime Care performs its duties hereunder, including the determination of the time, energy and skill devoted thereto, shall be under Prime Care's sole control. Prime Care may, at its expense and in its reasonable discretion, engage, hire or retain a Designee to perform, on its behalf, the Management Services set forth herein; provided,

however, that Prime Care shall retain full responsibility for the faithful performance of the duties set forth herein, and such Designee shall act in accordance with the terms and conditions set forth in this Agreement.

1.3 PRI MED Medical Director. Prime Care shall designate a PRI MED Medical Director (the "PRI MED Medical Director"). The PRI MED Medical Director shall, at a minimum, be Board Certified in his/her specialty, but may or may not be employed by Prime Care. The PRI MED Medical Director may or may not work full-time in the PRI MEDS and shall devote his/her best efforts to the proper management of the Physicians as well as the professional and medical issues which involve the PRI MEDS. BVI shall have the sole right to approve the Medical Director designated by Prime Care. The PRI MED Medical Director shall be responsible for the following:

- (a) Clinical direction of the PRI MEDS.
- (b) Act as a liaison between Prime Care, the Physicians and BVI.
- (c) Act as a liaison between the Physicians and Baptist Health, Montgomery, Alabama ("BH") Medical Staffs.
- (d) Attend all PRI MED Physician meetings.
- (e) Represent the PRI MEDS to the community.
- (f) Assist in the preparation of the PRI MEDS for Joint Commission on Accreditation of Healthcare Organizations ("JCAHO") and State Accreditation surveys.
- (g) Review and implement medical protocols for the PRI MEDS.
- (h) Coordinate the Quality Assurance Program within the PRI MEDS.
- (i) Monitor the quality of care delivered in the PRI MEDS in accordance with the Quality Assurance Program adopted by BVI.
- (j) Assist in the education and training on an initial and ongoing basis of PRI MEDS' personnel, as appropriate.
- (k) Orient new PRI MED Physicians.
- (l) Coordinate the Physicians' scheduling.
- (m) Work with the Medical Staffs of BH and/or other appropriate hospitals for patient referrals and adequate call-in schedule for specialty and sub-specialty physicians.

(n) Deal with complaints in conjunction with the PRI MED staff, ancillary personnel and BVI officials, regarding PRI MED services and/or incidents of alleged suboptimal performance.

(o) Advise and assist in coordination of public relations and marketing decisions regarding services in the PRI MEDS.

1.4 No Authority to Commit BVI. Prime Care shall incur no financial obligation on behalf of BVI without prior written approval of BVI.

1.5 Quality and Risk Management. Prime Care will provide a continuing review and an annual evaluation of the professional performance of each Physician assigned to the PRI MEDS pursuant to the Physician Staffing Agreement. BVI shall participate in each annual evaluation. Physician evaluations shall be shared with the appropriate BVI personnel as part of its peer review process and shall be maintained as confidential peer review information protected by Alabama law.

1.6 Evaluation. Prime Care shall meet with BVI Administration on at least a quarterly basis to determine the level of attainment of stated goals, to discuss any problem areas, and for review of the operation of the PRI MEDS.

1.7 Cooperation. Prime Care and BVI agree to cooperate in resolving all claims and litigation which may arise out of the providing of PRI MED medical services by Physicians pursuant to the Physician Staffing Agreement. The Physicians and/or the PRI MED Medical Director will personally respond to patient complaints/problems as requested by BVI.

1.8 Marketing. Prime Care agrees, to the extent possible, to support, participate in, and submit input into BVI's marketing program; provided, however, that Prime Care will not be required to directly market the services of the PRI MEDS.

2. BVI COMMITMENTS

2.1 Facilities and Supplies. BVI shall make available during the term of this Agreement such equipment as is required for the proper operation of the PRI MEDS. BVI shall provide said PRI MEDS with utilities, housekeeping, laundry and other supplies for the proper and efficient operation of the same. Prime Care and/or Physicians shall inform BVI of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.

2.2 Assurance. During the term of this Agreement, BVI shall not contract with or engage any other physician or entity to provide the services performed by Prime Care pursuant to this Agreement, and Prime Care shall serve as BVI's and PRI MEDS' exclusive provider of the administrative and management services set forth in this Agreement.

2.3 No Authority to Commit Prime Care. BVI shall incur no financial obligation on behalf of Prime Care without prior written approval of Prime Care.

2.4 Remuneration. Prime Care shall be compensated for administrative and management services provided under this Agreement in accordance with the formula set forth in Exhibit A, attached hereto and incorporated herein.

3. GENERAL PROVISIONS

3.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Prime Care shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its service. Such inspections shall be available up to four (4) years after the rendering of such services. If Prime Care carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, Prime Care agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Section. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

3.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach to the breaching party, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

3.3 Regulatory Requirements. The PRI MEDS shall at all times be maintained and operated, and services therein shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction over the PRI MEDS. PRI MEDS' practices shall be in compliance with the policies and regulations of BVI and its parent corporation Baptist Health, the applicable standards of JCAHO, and all currently accepted and approved methods and practices of the Physicians' professional specialty of practice of medicine.

3.4 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

3.5 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, subparagraphs or exhibits of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provisions hereof.

3.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

3.7 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

3.8 Acts of God. BVI is not obligated to pay the Fixed Compensation (as defined in Exhibit A) to Prime Care for a particular PRI MED location during such periods in which the location has been closed due to an Act of God.

3.9 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

3.10 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit of the successors in interest or the permitted assignees of the parties hereto, except as otherwise provided herein.

3.11 Notices. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing, if mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

If to BVI:

Robin Barca, Senior Vice President and COO
Baptist Ventures, Inc.
301 Brown Springs Road
P.O. Box 244001
Montgomery, Alabama 36124-4001

If to Prime Care:

Paul Tanaka, M.D.
Prime Care, P.C.
4160 Carmichael Road, Suite 101
Montgomery, Alabama 36104

or to such other place or places as any of the parties each shall designate by written notice to the other given in accordance with this Section.

3.12 Term. The term of this Agreement shall commence on the Effective Date (as defined in Section 3.16) and shall continue for one (1) year, unless sooner terminated as provided for herein. Thereafter, this Agreement shall automatically renew for successive one (1) year periods, subject to the termination provisions set forth herein.

3.13 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty (180) days prior written notice given by one party to the other.

3.14 Rights. No parties other than Prime Care and BVI have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

3.15 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to this Agreement shall be in writing and signed by authorized representatives of both parties.

3.16 Effective Date. This Agreement shall be in effect as of the _____ day of _____, 2002.

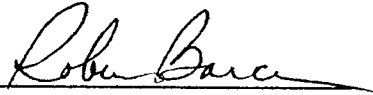
3.17 Effects of Termination. Upon termination of this Agreement, as herein provided, neither party shall have any further rights or obligations hereunder except: (a) for obligations accruing prior to the date of termination, including the obligation of BVI to compensate Prime Care for services provided by Prime Care through the date of termination, including, but not limited to, any Management Compensation (as defined in Exhibit A) based on Adjusted Professional Fees (as defined in Exhibit A) received by BVI within 120 days following the date of termination, (b) for obligations, promises or covenants contained herein which are expressly made to extend beyond the term of this Agreement, or (c) arising as a result of any breach of this Agreement. In the event this Agreement is terminated before the first annual anniversary of the Effective Date, the parties agree not to enter into a new agreement that covers services similar to those described in this Agreement until after the first annual anniversary of the Effective Date. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

3.18 Construction of Agreement. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Alabama, applied without giving effect to any conflicts-of-law principles. Both parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The provisions of this Section shall survive termination of this Agreement, regardless of the cause of such termination.

3.19 Independent Contractors. None of the provisions of this Agreement are intended to create, and none shall be deemed or construed to create, any relationship between Prime Care and BVI other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.

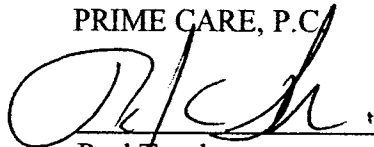
IN WITNESS WHEREOF, Prime Care and BVI, by and through their duly authorized officers, have caused this Agreement to be made effective as of the date set forth above.

BAPTIST VENTURES, INC.

By: 
Robin Barca
Senior Vice President and COO
Baptist Ventures, Inc.

Date: 5/13/08

PRIME CARE, P.C.


Paul Tanaka
President
Prime Care, P.C.

Date: 5-14-02

EXHIBIT A

COMPENSATION FOR SERVICES

- A. **Management Compensation.** Prime Care will be compensated for management services provided to BVI as follows: In return for administrative and management services, BVI shall pay Prime Care Management Compensation equal to 6% of the Adjusted Professional Fees.
- B. **Definitions.** For purposes of calculating Prime Care's Management Compensation in Paragraph A above, the following definitions shall apply:
1. "Gross Professional Fees" shall include: gross revenue for all office visits, surgical procedures, and medical review services provided by Physicians and shall exclude all revenue from Ancillary Services, medical supplies and other services.
 2. "Revenue Adjustment Factor" shall be a percentage calculated by dividing Actual Total Adjustments to Revenue plus Net Provision for Bad Debt by actual Total Annual Gross Revenue for all PRI MEDS combined for the immediately prededing fiscal year. For fiscal year 1998, the Revenue Adjustment Factor was 16.4%.
 3. "Adjusted Professional Fees" shall be calculated by subtracting the product of the Gross Professional Fees multiplied by the Revenue Adjustment Factor from the Gross Professional Fees.
 4. "Fiscal Year" shall mean the twelve (12) month period beginning July 1 and ending June 30.
 5. "Ancillary Services" shall mean those designated health services covered by Medicare's Limitation on Certain Physician Referrals, 42 U.S.C. § 1395nn (commonly-referred to as the "Stark II" law), but excluding designated health services personally performed or provided by a Physician.
- C. **Payment Schedule.** Management Compensation shall be paid by BVI to Prime Care monthly by the tenth day of each month for services provided the prior month (e.g., amount earned in April will be paid by May 10th).

D. Miscellaneous.

1. Access to Records. BVI shall make available for review by Prime Care such accounting and other records as are necessary to verify and substantiate the Management Compensation set forth above.
2. Fair Market Value. BVI and Prime Care have entered into this Agreement with the intent of conducting their professional services relationship in full compliance with applicable state, local, and federal laws including, but not limited to, the Medicare/Medicaid Anti-Fraud and Abuse and Stark laws. Accordingly, the compensation payable to Prime Care has been negotiated in good faith and in arm's-length negotiations and represents the fair market value of the services provided by Prime Care under this Agreement. The compensation paid by BVI to Prime Care is not directly or indirectly based on the volume or value of any referrals or other business generated by Prime Care, or its Physicians, for BVI. This Agreement covers all of the services Prime Care shall provide to BVI for the term of this Agreement and the services are reasonably necessary to accomplish the commercially reasonable business purposes associated with the operation of the PRI MEDS.
3. Referrals. The parties acknowledge that none of the remuneration granted either party herein is conditioned on any requirement that either party hereto or any of its respective physicians make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party hereto, or any of their respective physicians.

DIVISION NO: 10 MEDICAL

VENDOR/ INVOICE NO.	DATES INVOICE DUE	DISCOUNT	INVOICE AMOUNT	DISCOUNT APPLIED	NET AMOUNT
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MOOREHJ JOHN MOOREHOUSE, MD, PC

CHECK ENTRY NO: 001

OC-02-0303	04/25/03	04/25	68,250.00	.00	68,250.00
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COMMENT: On-Calls 2002-thru March 03

VENDOR MOOREHJ TOTALS:	68,250.00	.00	68,250.00
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TANAKAP PAUL K. TANAKA, M.D.

CHECK ENTRY NO: 001

OC-02-0303	04/25/03	04/25	55,050.00	.00	55,050.00
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VENDOR TANAKAP TOTALS:	55,050.00	.00	55,050.00
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DIVISION 10 TOTALS:	123,300.00	.00	123,300.00
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REPORT TOTALS:	123,300.00	.00	123,300.00
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AERAS 1173

STATE OF ALABAMA

MONTGOMERY COUNTY

PRI MED PHYSICIAN SERVICES AGREEMENT

This Agreement is entered into by and between Baptist Ventures, Inc., Montgomery, Alabama, an Alabama corporation (hereinafter referred to as "BVI") and Prime Care, Inc., an Alabama corporation (hereinafter referred to as "PCI").

WITNESSETH:

BVI operates PRI MED urgent care facilities in Montgomery and surrounding counties (hereinafter referred to as "PRI MEDS"), which require the professional medical services of physicians. BVI has determined that in order to insure the proper and efficient operation of the PRI MEDS that several objectives must be met, including but not limited to, appropriate physician coverage hours, coordination of physician schedules and assignments, administrative ease and efficiency, consistency and uniformity in recordkeeping, and above all quality patient care.

WHEREAS, PCI is capable and willing to provide physicians (hereinafter referred to as "Physicians"), who are duly licensed to practice medicine in the State of Alabama, and who can meet the requirements for appointment to the BMC Limited Courtesy Medical Staff, and receive privileges to practice in the PRI MEDS; and, PCI can assure that the Physicians they provide shall accept responsibility to provide services in the PRI MEDS; in accordance with accepted medical standards, the Bylaws of the BMC Medical Staff, the policies and procedures of BVI, and the terms and conditions set forth in this Agreement;

THEREFORE, BVI and PCI desire to provide a full statement of their Agreement by setting forth the rights and duties of each party with respect to the staffing and operation of the PRI MEDS, and agree as follows:

PCI COMMITMENTS

1.1 Physician Staffing. PCI shall provide physician staffing for the PRI MEDS through duly licensed and qualified Physicians on a continuous, uninterrupted basis, each day, seven (7) days each week for the duration of this Agreement. The number of physicians and the hours to be worked shall be in the sole discretion of BVI.

PCI will provide Physicians who, at a minimum, shall be American Board Certified or Eligible in Family Medicine/Internal Medicine/Emergency Medicine or in a primary specialty with experience in emergency medicine. All Physicians provided by PCI shall be licensed to practice medicine in the State of Alabama, and shall act in accordance with accepted local and national medical standards and the Joint Commission on Accreditation of Healthcare Organizations, and in accordance with all of

the qualifications, prerogatives, and responsibilities of their Medical Staff status. The Physicians furnished by PCI will provide care to all individuals who present themselves to the PRI MEDS for medical treatment.

1.2 Medical Staff Privileges.

(a) Each Physician provided by PCI shall be interviewed and approved by Baptist Ventures, Inc. before applying for medical privileges in their speciality and must obtain approval for appropriate Medical Staff membership in accordance with BMC policies and procedures and the Medical Staff Bylaws. Physician credentials shall be forwarded to BMC by PCI in a timely fashion to allow reasonable time for review and approval prior to the physician being scheduled to work at a PRI MED. Medical Staff privileges shall be maintained according to the BMC Medical Staff Bylaws.

(b) Temporary Medical Staff Privileges. Notwithstanding any other provisions in this agreement, it is understood that, on occasion, temporary Medical Staff Privileges may be requested by PCI due to unusual or unforeseen circumstances. In such instances, temporary Medical Staff Privileges may be granted in accordance with the BMC Medical Staff Bylaws.

(c) Responsibilities of Physicians. Each Physician provided by PCI shall have the responsibilities set forth hereinafter.

(d) PCI shall have until June, 1998, to fulfill the credentialing requirements for all physicians approved to work in Pri Med at October, 1997. After October 1, 1997, new physicians must meet the credentialing requirements of this contract.

1.3 Independent Contractors. In the performance of primary care services hereunto, PCI and its' Physicians shall at all times act as independent contractors practicing their profession, and not as employee(s) or agent(s) of BVI. Neither PCI nor Physicians performing services for PCI under this Agreement, whether said Physicians be members, partners, employees, subcontractors, or otherwise, shall have any claim under this Agreement or otherwise against BVI for vacation pay, sick leave, salary or other form of compensation, professional liability insurance, retirement benefits, Social Security, worker's compensation, disability benefits, unemployment benefits, or employee benefits of any kind.

1.4 Core Group. PCI shall maintain a stable core group of full-time Physicians to work in the respective PRI MEDS on a regular basis. Full time Physicians are expected to live in the area. It is PCI's intent to keep physician turnover to a minimum. BVI shall have the right to refuse any physician which PCI proposes to use in a PRI MED and/or to request the removal of any PCI Physician who in BVI's sole judgment does not meet the standards and qualifications required by it for Physicians practicing in its facilities.

1.5 PRI MED Medical Director. PCI designate a PRI MED Medical Director. The PRI MED Medical Director shall, at a minimum, be Board Certified in his/her specialty, but may or may

not be employed by PCI. The PRI MED Medical Director may or may not work full-time in the PRI MEDS and shall devote his/her best efforts to the proper management of Physicians as well as the professional and medical issues which involve the PRI MEDS. BVI shall have the sole right to approve the Medical Director designated by PCI.

The PRI MED Medical Director shall be responsible for the following:

- (a) Clinical direction of the PRI MEDS.
- (b) Act as a liaison between PCI, Physicians and BVI.
- (c) Act as a liaison between the Physicians and the BMC Medical Staff.
- (d) Attend all PRI MED Physician meetings.
- (e) Represent the PRI MEDS to the community.
- (f) Assist in the preparation of the PRI MEDS for JCAHO and State Accreditation surveys.
- (g) Review and implement medical protocols for the PRI MEDS.
- (h) Coordinate the Quality Assurance Program within the PRI MEDS.
- (i) Monitor the quality of care delivered in the PRI MED in accordance with the Quality Assurance Plan adopted by BVI.
- (j) Assist in the education and training on an initial and ongoing basis, of PRI MEDS personnel as appropriate.
- (k) Orient new PRI MEDS physicians.
- (l) Coordinate the Physicians scheduling.
- (m) Work with Medical Staff of BMC and/or other appropriate hospitals for patient referrals and adequate call-in schedule for specialty and sub-specialty physicians.
- (n) Deal with complaints in conjunction with the PRI MED staff, ancillary personnel and BVI officials, regarding PRI MED services and/or incidents of alleged suboptimal performance.
- (o) Advise and assist in coordination of public relations and marketing decisions regarding services in the PRI MEDS.

1.6 Admission Privileges. PRI MED Physicians will not have admission privileges at BMC.

1.7 Non Discrimination. PCI shall not discriminate against any Physician applying for sub-contractor status on the basis of race, color, religion, sex, age, national origin, or handicap.

1.8 Personal Expenses. PCI and Physicians shall be responsible for all personal and professional expenses, including but not limited to, malpractice insurance, relocation expenses, membership fees and dues and expenses of attending conventions and educational meetings.

1.9 No Authority to Commit BVI. PCI shall incur no financial obligation on behalf of BVI without prior written approval of BVI.

1.10 Quality and Risk Management. PCI will provide a continuing review and an annual evaluation of the professional performance of each physician assigned to the PRI MEDS pursuant to this Agreement. BVI shall participate in each annual evaluation. Physician evaluations shall be shared with the appropriate BVI personnel as part of their peer review process.

1.11 Evaluation. PCI shall meet with BVI Administration on at least a quarterly basis to determine the level of attainment of stated goals to discuss any problem areas, and for review of the operation of the PRI MEDS.

1.12 PCI and BVI agree to cooperate in resolving all claims and litigation which may arise out of the providing of PRI MED medical services by PCI. PRI MED Physicians and/or the Medical Director will personally respond to patient complaints/problems as requested.

1.13 Marketing. PCI agrees, to the extent possible, to support, participate in, and submit input into BVI's marketing program.

1.14 Payor Contracting. PCI and BVI agree to participate in all plans for which Baptist Medical Center is a hospital provider or which is approved by Central Alabama Management Service Organization (CAMSO) or any Physician Hospital Organization (PHO) developed by Baptist and its medical staff notwithstanding the above, PCI and BVI will participate jointly in all contract reviews and negotiations.

BVI COMMITMENTS

2.1 Facilities and Supplies. BVI shall make available during the term of this Agreement such equipment as is required for the proper operation of the PRI MEDS. BVI shall provide said PRI MEDS with utilities, housekeeping, laundry and other supplies for the proper and efficient operation of the same. PCI and/or Physicians shall inform BVI of any defects in equipment or deficiencies in supplies when they are aware of such defects or deficiencies.

2.2 X-Ray. BVI shall provide an x-ray procedure room and approximately appropriately trained staff for each PRI MED.

2.3 Lab. BVI shall provide an appropriate lab and availability of more advanced laboratory procedures through outside sources.

2.4 Personnel. All non-physician personnel required for the proper operation of the PRI MEDS shall be employed or assigned by BVI. Salaries, benefits, hours of work, job descriptions and responsibilities, and personnel policies shall be established by BVI. All PRI MED personnel shall be trained and qualified in appropriate medicine services and shall be capable of performing their assigned responsibilities. All salaries, wages, taxes, insurance, worker's compensation insurance, and expenses of any kind or character shall be, and remain, the responsibility and obligation of BVI.

2.5 Assurance. During the term of this Agreement, BVI shall not contract with any other physicians or entities for the services performed by Physicians assigned to BVI through PCI and this Agreement.

FEES, BILLING, COLLECTION AND REMUNERATION

3.1 Definitions. For the purpose of this section, the following definitions shall apply:

- (a) Services to Patients: Those services of Physicians which:
 - (i) are personally furnished to a patient by Physicians.
 - (ii) contribute directly to the diagnosis or treatment of the patient; and
 - (iii) ordinarily require performance by or under the supervision of a physician.
- (b) Services to the PRI MEDS: Those services of PCI and/or Physicians which do not qualify as Services to Patients as herein defined, but which are related to the provision of patient care in the PRI MEDS, e.g., administrative and supervisory services shall be performed as a part of this Agreement.

3.2 Fee Schedule. BVI shall establish and maintain a schedule of fees to be charged for services to patients for Services to Physicians in the PRI MEDS.

3.3 Changes in the Law or Regulations. PCI and BVI hereby recognize that the compensation arrangement herein described is based, in part, on the limits on reasonable compensation set by IRS and other regulations regarding compensation of physicians in similar circumstances. Should these limits or any other law or regulation affecting reimbursement for BVI or for PCI under this Agreement change during the term hereof such that reimbursement is altered materially, then the applicable terms of this Agreement shall be subject to renegotiation.

3.4 Final Payment. In the event this Agreement is terminated as provided for herein, all rights of PCI to compensation from BVI pursuant to Section 3.5 shall end as of the effective date of

such termination, and BVI shall distribute to PCI the sum, if any, due and owing for services rendered by PCI as of the effective date of said termination and shall pay said sum within thirty (30) days after the termination date.

3.5 Billing and Collection for Services Rendered. BVI shall be responsible for the billing and collection of all professional fees for services to patients. PCI shall provide sufficient information including diagnosis, professional service code and any other pertinent data to BVI to enable BVI to bill Patients for services provided by Physicians. The information supplied to BVI by PCI may be released by BVI for billing purposes.

3.6 Remuneration. PCI shall be compensated for services rendered by Physicians in accordance with the formula set forth in Exhibit A.

3.7 Assignment. PCI does hereby assign to BVI all accounts receivable generated from the services rendered to patients by PCI pursuant to this Agreement.

GENERAL PROVISIONS

4.1 Access to Books and Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, PCI shall make available to the Secretary those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing their service. Such inspections shall be available up to four (4) years after the rendering of such services. If PCI carries out any of the duties of this Agreement through a subcontract with a value of Ten Thousand (\$10,000.00) Dollars or more over a 12 month period with a related individual or organization, PCI agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of Public Law 46-499, 952 (1861 v) (of the Social Security Act) and regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client, or other legal privilege shall not be deemed waived by virtue of this Agreement.

4.2 Material Breach. In the event of a material breach by one party, the non-breaching party may, at any time following thirty (30) days written notice of the breach, terminate this Agreement by further written notice of immediate termination. If the breaching party, prior to a receipt of notice of termination, has either cured the breach or taken all reasonable steps necessary to begin effecting a cure, this Agreement shall remain in effect, and the non-breaching party shall be limited to damages and specific performance as its exclusive remedies. However, the continuation of this Agreement will be required only if the breach can be and actually is cured within a reasonable time.

4.3 Regulatory Requirements. The PRI MEDS shall at all times be maintained and operated, and services shall at all times be rendered, in compliance with all applicable statutes, regulations, rules and directives of federal, state, and other governmental and regulatory bodies, including third party payors, having jurisdiction. PRI MEDS practices shall be in compliance with the policies and regulations of BVI and its parent corporation Baptist Health, the applicable standards

of Joint Commission on the Accreditation of Healthcare Organizations, and all currently accepted and approved methods and practices of the professional specialty of practice of medicine.

4.4 Liability Insurance. During the term of this Agreement, PCI agrees that its Physicians who provide services in the PRI MEDS will each be covered by professional liability insurance in the amount of at least one million dollars (\$1,000,000) single limit each incident, and Three Million Dollars (\$3,000,000) annual aggregate. The liability insurance will be on a claims made basis. A certificate of insurance evidencing coverage will be submitted to BVI. PCI shall furnish BVI with prompt written notice of cancellation or material change in its insurance coverage. Upon termination of this Agreement, PCI shall purchase the Optional Extension Period Coverage, or similar "tail" policy, available to it under its professional liability insurance policy contemplated by this section. PCI shall include in its agreement with its subcontracting physicians a requirement that such physicians purchase the Optional Extension Period Coverage upon termination of their services at BVI under this Agreement, however, PCI shall not be liable to BVI or third parties for the failure of its subcontracting physicians to obtain such coverage. The aforesaid liability insurance shall be with a carrier or carriers acceptable to BVI.

4.5 Gender and Number. Whenever the context hereof requires, the gender of all words shall include the masculine, feminine, neuter, and the number of all words shall include the singular and plural.

4.6 Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation of determination of validity of this Agreement or any provisions hereof.

4.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

4.8 Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing, and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.

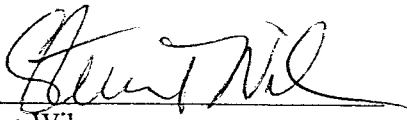
4.9 Acts of God. BVI is not obligated to compensate PCI for services during periods in which PCI is not performing its responsibilities under the Agreement because a PRI MED is closed due to an Act of God.

4.10 Severability. The provisions of this Agreement, except for the provisions of the Section on Fees, Billing, Collection and Remuneration, shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.11 Benefit of Successor. This Agreement is binding upon and shall inure to the benefit

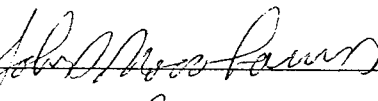
4.17 Effective Date. This Agreement shall be in effect as of the 1st day of October, 1997.

BAPTIST VENTURES, INC.

By: 
Steve Wilson
Senior Vice President
Baptist Ventures, Inc.

Date: 1/14/97

PRIME CARE, INC. *Ac On*

By: 
Its: Vice President

Date: 12/16/97

AERAS 1181

of the successors in interest or the assignees of the parties hereto, except as otherwise provided herein.

4.12 Notices. Any notice or report herein required or permitted to be given shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party or on the fifth day after mailing. If mailed to the other party by certified mail, return receipt requested, postage prepaid and addressed to the parties as follows:

If to BVI:

Steve Wilson, Senior Vice President
Baptist Ventures, Inc.
2105 East South Boulevard
P. O. Box 11010
Montgomery, Alabama 36111-0010

If to PCI:

John D. Moorehouse, M.D.
Prime Care, Inc.
4160 Carmichael Road, Suite 101
Montgomery, Alabama 36104

or such other place or places as any of the parties each shall designate by written notice to the other.

4.13 Term. The term of this Agreement shall be one year, automatically renewable for a like term at the end of each term unless sooner terminated by either party.

4.14 Termination. This Agreement may be terminated at any time during the term of this Agreement by either party with or without cause, upon one hundred eighty (180) days written notice given by one party to the other.

4.15 Rights. No parties other than PCI and BVI have rights under this Agreement. Both parties are prohibited from assigning their rights and responsibilities to another party without the prior written consent of the other party.

4.16 Entire Agreement. This Agreement and its attachments constitute the entire agreement between the parties and supersedes any prior agreement whether written or oral. All amendments to the contract will be in writing and signed by authorized representatives of both parties.

EXHIBIT A**COMPENSATION FOR SERVICES**

PCI will be compensated for services provided to BVI and PRIMED patients as follows:

A. Base Compensation

PCI shall be paid base compensation of 45% of Adjusted Professional Fees. PRIMED locations open less than twenty-four (24) months shall be paid Base Compensation equal to the greater of \$85.00 per operating hour or 45% of Adjusted Professional Fees.

B. Patient Satisfaction Incentive

PCI shall earn five percent (5%) of Adjusted Professional Fees on a quarterly basis subject to the achievement of targeted patient satisfaction scores as reported on the Press, Ganey Patient Satisfaction Survey Results. This incentive shall be earned quarterly. Failure to meet targeted incentives in two consecutive quarters will result in forfeiture of the incentive for those two quarters. Targeted scores will be established prospectively for each eligible PRIMED location at the beginning of each fiscal year. A PRIMED location will become eligible in the first complete fiscal quarter after being open twelve months.

C. Budget Performance Incentive

PCI shall be paid five percent (5%) of Adjusted Professional Fees on an annual basis if the Actual Annual Direct Expense Ratio is less than the Budgeted Annual Direct Expense Ratio for each eligible PRIMED. A PRIMED location will be eligible in the first full fiscal year beginning after the facility's first six (6) months of operation. Facilities eligible in FY 1998 are Vaughn Road, Atlanta Highway and Silver Hills.

D. Production Incentive

PCI shall be paid a Production Incentive equal to a percentage of Total Cumulative Adjusted Professional Fees per facility, according to the following schedule:

<u>Total Cumulative Adjusted Professional Fees</u>	<u>Production Incentive Percentage</u>	<u>Maximum Incentive Amount</u>
\$ 0 - 799,000	0%	\$ 0
800,000 - 899,999	1.0%	9,000
900,000 - 999,999	2.0%	20,000
1,000,000 - 1,099,999	3.0%	33,000
1,100,000 - 1,199,999	4.0%	48,000
1,200,000 - 1,299,999	5.0%	65,000
1,300,000 - 1,399,999	6.0%	84,000
1,400,000 - 1,499,999	7.0%	105,000
1,500,000 - 1,599,999	8.0%	128,000
1,600,000 - 1,699,999	9.0%	153,000
1,700,000 +	10.0%	

The cumulative incentive payments of the prior month shall reduce the current month's incentive payment calculation.

E. Medical Director Compensation

PCI shall be paid six percent (6%) of Adjusted Professional Fees for the provision of Medical Director Services, to include, but not limited to, recruitment of physicians, corrective action/follow-up, clinical quality improvement and training/education.

F. Nurse Practitioner Supervision Compensation

PCI shall be paid five percent (5%) of Adjusted Professional Fees for services provided by a Nurse Practitioner under the supervision of a physician. Professional Fees generated for services of a nurse practitioner shall be excluded from the computation of A above.

G. Definitions

For purposes of calculating PCI's compensation in Paragraphs A and B, the following definitions and computations shall apply:

1. **Gross Professional Fees** shall include gross revenue for all office visits, surgical procedures and medical review services and shall exclude all revenue for ancillary services (lab tests, x-rays, EKGs, injections), medical supplies and other services.
2. **Revenue Adjustment Factor** shall be a percentage calculated by dividing Actual Total Adjustments to Revenue plus Net Provision for Bad Debt by Actual Total Annual Gross Revenue for all Pri Meds combined for the immediately preceding fiscal year. For FY 1998, the Revenue Adjustment Factor shall be 16.4%.
3. **Adjusted Professional Fees** shall be calculated by subtracting the product of the Gross Professional Fees multiplied by the Revenue Adjustment Factor from the Gross Professional Fees.
4. **Budgeted Annual Direct Expense Ratio** shall be calculated by dividing the sum of Budgeted Annual Salary, Pharmaceutical and Medical Supply Expenses by the Budgeted Net Patient Revenue as indicated in the Annual Budget approved by the Baptist Health Board of Directors.
5. **Actual Annual Direct Expense Ratio** shall be calculated by dividing the sum of Actual Annual Salary, Pharmaceutical and Medical Supply Expenses by the Actual Net Patient Revenue as determined by the audited financial statements of Baptist Health.
6. **Fiscal Year** shall mean the twelve (12) month period beginning July 1, and ending June 30.

H. Payment Schedule

1. Base Compensation, and Medical Director Compensation and Nurse Practitioner Supervision Compensation shall be paid monthly by the tenth of the month following the month compensation was earned (e.g., amount earned in April will be paid by May 10th).
2. The Patient Satisfaction Incentive shall be paid within fifteen (15) days of the receipt of quarterly patient satisfaction survey results from Press Ganey. If targeted scores are not achieved in one quarter, payment shall be held until the next reported survey results. If targeted scores are not achieved for two consecutive quarters, incentive payments shall be deemed unearned and will not be paid.
3. The Budget Performance Incentive shall be paid no later than one hundred twenty (120) days following the end of the BVI fiscal year.
4. Productive Incentive shall be paid monthly by the tenth of the month following the month the incentive was earned.

I. Access to Records

BVI shall make available for review by PCI such accounting and other records as are necessary to verify and substantiate the incentive payments made under this agreement.

**MEDICAL SERVICES
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made, entered into and effective as of this the ___th day of _____, 2000, by and between **PRIME CARE, P.C.** ("Company") and _____
MD ("Independent Contractor").

RECITALS:

WHEREAS, Company is a Professional Corporation organized under the laws of the State of Alabama;

WHEREAS, the Independent Contractor is a physician licensed or otherwise legally qualified and authorized to practice medicine by and within the State of Alabama;

WHEREAS, Company is obligated under Agreements with various Medical Service Providers ("Providers") to coordinate physician services in the Pri-Med Facilities of such Providers;

WHEREAS, the Agreements between Company and such Providers permit Company to contract with duly licensed physicians and professional corporations providing physician services to fulfill the obligations of Company thereunder to the Providers; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

a. **Recitals Approved.** The above Recitals are true and correct and are incorporated herein by this reference.

b. **Duties of the Independent Contractor.** Company hereby engages the Independent Contractor, and the Independent Contractor hereby agrees to perform, hospital medical and surgical services for and on behalf of Company subject to the following:

i. The Independent Contractor shall render medical and surgical services to all members of the general public presenting at such Providers, and at all other places designated by Company and approved by such Providers;

ii. All services required of, and rendered by, the Independent Contractor shall be consistent with the facilities available and the standards established in the medical community, as well as the rules and regulations of such Providers. The Independent Contractor hereto shall perform the services called for under the terms of this Agreement in accordance with the highest standards of professional ethics and practice as may, from time to time, be applicable during the term of this Agreement, as may otherwise be provided under the laws of the State of Alabama, and as applicable to the professional obligations of the Independent Contractor. The Independent Contractor further agrees to comply with all existing laws, ordinances, rules and regulations that govern or regulate, in any way whatsoever, the conduct of the Independent Contractor's professional practice, whether pursuant to this Agreement or otherwise;

iii. The Independent Contractor shall maintain complete and accurate patient medical and surgical records including the completion of written records on forms provided by Company or such Providers; and

iv. The Independent Contractor shall perform all things reasonably desirable to maintain and improve the Independent Contractor's professional skills. This shall be done solely at the expense of the Independent Contractor, and also done when, where and how the Independent Contractor determines it best to do so.

c. **Administrative Services.** Company shall provide the Independent Contractor all of the day-to-day clerical, billing and administrative assistance required by the Independent Contractor in connection with the Independent Contractor's provision of services under this Agreement, including, without being limited to, the following:

i. Maintenance of business records, to include the filing and indexing of all correspondence and communications;

ii. Maintenance of accounts pertaining to the rendering of professional medical and surgical services, invoicing fees and collecting accounts;

(a) All typing and other clerical duties;

(b) Scheduling appointments;

(c) Answering telephones;

(d) Facilities and equipment maintenance and cleaning services; and

(e) Financial management, bookkeeping and related services.

d. **Facilities and Equipment.** Through the Providers, Company shall provide to the Independent Contractor the use of such office equipment, furnishings and fixtures as shall be deemed reasonably necessary to the Independent Contractor's rendition of services to patients at the Providers, as determined by mutual agreement of the Parties.

e. **Billing Services.** Company will establish a central fee billing and disbursement system ("System") to accommodate the Company, Independent Contractor and Providers. Independent Contractor will cooperate with Company in the operation of the System and will execute all agreements, contracts, authorizations and consents needed to allow the System to operate efficiently. Company will provide to the Independent Contractor use of the System to provide for the orderly and timely billing and collection of the fees billed by the Independent Contractor for professional services rendered at the Providers. Company shall keep full and accurate records of the sums collected and disbursed and shall render accounting to the Independent Contractor at least as often as annually. Company agrees to comply with all applicable laws, rules and regulations of governmental authorities and medical associations pertaining to the billing and collection of the amounts owed the Independent Contractor for professional services.

f. **Compensation.** During the term of this Agreement, Company shall pay the Independent Contractor for the services rendered hereunder in accordance with the Independent Contractor Fee Schedule attached hereto as Exhibit 1.

g. **Cost of Administration and of Services.** All expenses incurred by Company in connection with Company's administration hereunder to include, without limitation, stationery,

billing forms, postage, office rent, office supplies, office equipment, furniture and fixtures and telephone expenses shall be the sole responsibility of Company. Likewise, the Independent Contractor shall be solely responsible for any and all of his out-of-pocket expenses, of whatsoever kind and nature, incurred in the performance of his duties and responsibilities hereunder, and the Independent Contractor shall save, fully indemnify (including attorney's fees and expenses) and hold Company harmless therefrom. The Independent Contractor shall not incur, on behalf of Company, any debts, liabilities or obligations, in any way whatsoever, of in any form whatsoever, and the Independent Contractor shall also save, fully indemnify and hold Company harmless therefrom.

h. Term.

i. Except as otherwise provided herein, this Agreement shall be effective for a period of one (1) year, beginning on the date first above written, or the first day of actual working on behalf of the company, and unless otherwise terminated as provided herein, shall be automatically renewed for each year subsequent to the initial period. **ANYTHING CONTAINED IN THIS ENTIRE AGREEMENT TO THE CONTRARY NOTWITHSTANDING**, this Agreement may be terminated at any time by either Party upon ninety (90) days prior written notice, and furthermore, this Agreement may be immediately terminated by Company at any time, without notice, upon the occurrence of any one of the following events, to-wit:

(i) The expulsion, suspension or disciplining of the Independent Contractor as the final action of any professional or scientific organization;

(ii) The resignation of the Independent Contractor from any professional or scientific organization while under threat of disciplinary action;

(iii) The breach by the Independent Contractor of the American College of Emergency Physicians Rules of Ethical Principles;

(iv) The conviction of the Independent Contractor for a crime punishable as a felony;

(v) The participation of the Independent Contractor in conduct amounting to an act of fraud, dishonesty or other misconduct in the rendition of services pursuant in this Agreement;

(vi) The use by the Independent Contractor, in the sole determination of Company, of narcotics, cocaine, marijuana, hashish, hallucinogens or any other similar controlled substances, or, in the opinion of Company use by the Independent Contractor of prescription drugs or alcohol in such manner as to be detrimental to his rendering of services hereunder;

(vii) The failure of the Independent Contractor to provide or perform services as required hereunder;

(viii) The request for termination of this Agreement by the administration or the medical staff of any of the Providers, or of any other facility where the Independent Contractor has been performing services;

(ix) The institution against the Independent Contractor, of bankruptcy proceedings or assignments for the benefit of creditors;

(x) The loss, by the Independent Contractor, of any license required to practice medicine in the State of Alabama;

(xi) The performance of services, for two (2) consecutive months, of less than one hundred twenty (120) hours per month by the Independent Contractor. Company shall otherwise rely upon the Independent Contractor to perform such number of hours per month as are reasonable and necessary to fulfill the spirit and purpose of this Agreement;

(xii) The death of the Independent Contractor; and

(xiii) The failure of the Independent Contractor to obtain or continuously provide the basic medical malpractice insurance coverage as required by paragraph 9 of this Agreement.

ii. Notwithstanding any such termination of this Agreement, the Independent Contractor shall be required to carry out any provisions hereof which contemplate performance subsequent to any such termination, and any such termination shall not affect any liability or obligation of the Independent Contractor which shall have accrued prior to such termination, including, but not limited to, any liability for loss or damage on account of default.

i. **Malpractice Insurance.** The Independent Contractor shall obtain and continually maintain professional liability insurance, from carriers acceptable to Company, in the amount of at least ONE MILLION DOLLARS (\$1,000,000.00) single limit, each incident and THREE MILLION DOLLARS (\$3,000,000.00) annual aggregate insuring itself for liability in performance of Independent Contractor's duties under this Agreement. Such insurance shall be on a "claims made" basis and shall provide that it is the primary coverage to the named insured, solely, in regard to the liability of the Independent Contractor. At request of Company or the hospital, Independent Contractor shall present evidence that the premiums are paid and that the policies are in full force and effect. Upon termination of Independent Contractor's obligations under this agreement, Independent Contractor agrees to purchase the optional extension period coverage available to it under its professional liability insurance policy contemplated by this section (or other equivalent policy acceptable to Company). After the first two (2) years of

signed contract it is agreed that proof of purchase of such continuing coverage may be required prior to payment by Company of any sums owed to Independent Contractor upon termination of this Agreement. Should Independent Contractor fail to obtain such coverage effective upon the termination of this Agreement, Company may elect (but has no obligation) to obtain such coverage on Independent Contractor's behalf and apply any amounts owed Independent Contractor under this Agreement against the premium for such policy. In such event, Independent Contractor shall remain liable to Company for the difference between the amount of Independent Contractor's fees which have been applied by Company against the premium and the actual cost of the insurance premium.

j. Indemnification. Anything contained in this entire Agreement to the contrary notwithstanding, the Independent Contractor agrees to indemnify and save Company, as well as its officers, directors, shareholders, employees, agents and representatives, harmless from any and all liability, loss or damage suffered as a result of claims, demands, settlements, costs (including attorney's fees and expenses), or judgments arising from any acts or omissions of the Independent Contractor while performing services pursuant to this Agreement, including, without being limited to, errors, omissions or willful or wanton acts outside the Independent Contractor's duties hereunder. This indemnification of Company, its officers, directors, shareholders, employees, agents and representatives, by the Independent Contractor, constitutes a material consideration for the initial and continuing contractual relationship between the Parties, and it shall survive, as to all such acts or omissions of the Independent Contractor occurring prior to the termination of this Agreement, even if any such claim is not actually made during the term of this Agreement, but, instead, may be made after the term of this Agreement.

k. Independent Contractor Relationship. Anything contained in this entire Agreement to the contrary notwithstanding, it is the intent and purpose of the Parties hereto that the relationship of each to the other shall be that of an independent contractor. Company shall neither have, nor exercise or reserve, any control or direction, or right to control or direct, over the methods by which the Independent Contractor shall perform the services required under this Agreement. The Independent Contractor shall not be entitled to any benefits in the nature of employee benefits, including workman's compensation, from Company. Neither Company nor the Independent Contractor shall be responsible for the withholding or payment of any income withholding taxes, FICA, FUTA or other taxes due and owing by the other Party to this Agreement or due and owing by either Parties' employees. The Parties hereto further hereby agree that the Independent Contractor shall not be deemed to be an employee of Company, but shall only be deemed a non-exclusive independent contractor of Company, and that this Agreement calls for the performance of services by the Independent Contractor as an independent contractor, and that at no time shall the Independent Contractor be considered as an employee, partner, joint ventures or business associate of Company for any purpose whatsoever. Nothing herein contained shall in any way be considered or construed as creating the legal relationship of employee or employer, agent or principal, or partnership between the Independent Contractor and Company. None of the Parties hereto is to be considered a partner, an agent or an employee of the other, and/or of the principals thereof, for any purpose whatsoever. The Parties hereto intend

that only an independent contractor relationship be created by this Agreement. Company is interested only in the results to be achieved, and the conduct and control of the professional duties and responsibilities of the Independent Contractor arising herefrom will lie solely with the Independent Contractor. It is further understood that the Independent Contractor and Company are free to contract similar services to be performed for others, while still under contract with one another hereunder, as well as to carry on such other professional duties and obligations as they deem appropriate, either as sole practitioners or in the service of others, whomsoever, or in any way whatsoever. Further, neither the Independent Contractor, nor any individual whose compensation for services is paid by the Independent Contractor, is, in any way, directly or indirectly, expressly, or by implication, employed by Company, nor shall any such individual, including the Independent Contractor, be deemed to be employed by Company for the purposes of any tax, withholding or contribution levied by the Federal Government or any agency thereof, including, but not limited to, the Internal Revenue Service and/or the Federal Society Administration, or by any State or City government or agency thereof, or by any Federal, State and/or Local law, with respect to employment, or unemployment, disability, or compensation for employment, workers' compensation or otherwise, and the Independent Contractor accepts exclusive liability for any and all such payroll taxes, income tax withholdings and/or contributions, in any form whatsoever imposed by Federal, State or Local governmental law and/or any agencies thereof, not only with respect to the Independent Contractor but also with respect to any and all such individuals whose compensation for services is paid by the Independent Contractor, thereby saving, fully indemnifying (including attorney's fees and expenses) and holding Company harmless therefrom.

l. Independent Contractor's Warranties. The Independent Contractor hereby represents and warrants that the Independent Contractor has met all requirements prescribed by the Alabama Medical Association and, at the Independent Contractor's sole expense, shall meet such additional educational requirements as may be prescribed by that organization at any time whatsoever during the term of this Agreement.

m. Maintain Certifications. The Independent Contractor agrees that the Independent Contractor shall maintain and provide Company, not later than January 15th of each year during the term hereof, with copies of the following:

- (a) BNDD Registration;
- (b) Medical License; Controlled Substance
- (c) Advance Cardiac Life Support Provider Level Card;
- (f) A written summary of Continuing Education Activity to include an itemization of courses attended and lectures given.

n. Outside Professional Activities. It is specifically acknowledged that at times when the Independent Contractor is not required to be on duty at the Providers, the Independent Contractor may render medical and surgical services to others at locations other than the Providers, and the Independent Contractor shall be entitled to retain the fees collected for such services, if the rendering of such services does not hinder or interfere with the Independent

Contractor's duties under this Agreement. However, it is understood that, except as is otherwise specifically provided herein, the Independent Contractor shall have the sole and exclusive right of management over his professional duties and obligations hereunder. The Independent Contractor otherwise also agrees to fully indemnify (including attorney's fees and expenses), save and hold Company harmless in all matters, of whatsoever kind and nature, arising with respect to the other business and/or professional practices the Independent Contractor may conduct, and the Independent Contractor shall also be solely responsible for any and all expenses incurred by the Independent Contractor in any of his such other businesses and/or professional practices, responsibilities or activities.

o. Confidential, Trade Secret Information. The Independent Contractor acknowledges that he will acquire or have access to billing and other related administrative information of Company, which is of a highly confidential and trade secret nature, and accordingly, for the term of this Agreement, and thereafter, the Independent Contractor shall keep and maintain such information confidential and secret.

p. Agency. Company, and its employees and agents, shall have no authority to enter into any Contracts or other Agreements on behalf of the Independent Contractor, or to create any obligations on the part of the Independent Contractor unless specifically authorized to do so by Independent Contractor in writing. Likewise, the Independent Contractor shall have no authority to enter into any Contracts or other Agreements on behalf of Company, or to create any obligations on the part of Company.

q. Restrictive Covenant.

i. Company must necessarily undertake hereto to impart to the Independent Contractor confidential information and knowledge about billing and other related administrative information of Company. The independent contractor relationship contemplated herein, of necessity, requires such disclosure, and the Parties hereto acknowledge that the Independent Contractor will become familiar with and possess such information as to the manner, method, trade secrets and other confidential information of Company during the term of this Agreement. Additionally, Company has made a substantial investment in time and money in developing and maintaining contracts and business relationships with Providers and physicians. In consideration of this Agreement, and the disclosure and referral by Company to the Independent Contractor of such knowledge and information described above, the Independent Contractor makes the covenant hereinafter set forth. The Independent Contractor understand and acknowledges that such covenants are required for the fair and reasonable protection of such information of Company and that without the limited restriction on the Independent Contractor's activities imposed by these covenants, Company would suffer irreparable and immeasurable damage. The covenants herein given on the part of the Independent Contractor shall be construed as an Agreement independent of any other provision of this Agreement, and the existence of any claim or cause of action, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Company of said covenants. Therefore, the Independent Contractor hereby expressly covenants and agrees that during the term of this Agreement, and for

a period of three (3) years immediately following the termination of this Agreement, for any reason whatsoever, the Independent Contractor will not, within the territory hereinafter defined, directly or indirectly, for himself, or on behalf of others, as an individual, or on his account, or as an officer, director, shareholder, employee, agent, independent contractor or representative for himself or any other person, partnership, firm or corporation, do as follows:

(i) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, employ or attempt to take away any employees, staff, independent contractors or Medical Directors of Company, or induce or attempt to induce any such employees, staff, independent contractors or Medical Directors to quit their relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such employees, staff, independent contractors or Medical Directors;

(ii) On behalf of himself, or on behalf of any other person, firm or corporation, solicit, entice, divert, contract or attempt to take away any Providers of Company, or induce or attempt to induce any such hospital to quit its relationship, contractual or otherwise, with Company, or interfere with or disrupt, in any way, Company's relationship, contractual or otherwise, with any such Providers;

(iii) Deprecate, disparage or cast aspersions upon Company or any of Company's respective principals, employees, agents, shareholders, officers or directors, whomsoever, or in any way whatsoever; or

(iv) Keep and maintain all such billing and other related administrative information confidential and secret in every way.

ii. The territory referred to in this section shall be designated as the State of Alabama.

iii. Each restrictive covenant set forth herein is separate and distinct from any other restrictive covenant set forth in this section. In the event of the invalidity of any covenant, the remaining obligation shall be deemed independent and divisible. The Parties hereto agree that this provision of this Agreement is reasonable and necessary for the protection of Company and that this Agreement and the restrictive covenants contained herein are part of an integral business association leading to the execution of this Agreement, which execution was, in great part, conditioned upon inclusion of such restrictive covenant contained herein.

r. Injunctive Relief

i. Irreparable harm shall be presumed if the Independent Contractor breaches any covenants of this Agreement. The faithful performance of all covenants of this Agreement are an essential condition to Company entering into this Agreement with the Independent Contractor. Company depends upon the Independent Contractor's absolute compliance with all provisions hereof. Damages would be very difficult, if not impossible, to ascertain if the Independent Contractor breaches any covenants of this Agreement.

ii. In light of same, the Independent Contractor hereby waives all jurisdiction and venue defenses and agrees that the Circuit Court for Montgomery county, Alabama may immediately enjoin any breach of this Agreement, upon the request of Company, and the Independent Contractor also hereby specifically releases Company from any requirement to post any bond or security of any kind or nature whatsoever, in any amount whatsoever, in connection with any temporary, interlocutory or permanent injunctive relief hereafter sought by Company, and the Independent Contractor further specifically waives all such defenses in any such action.

iii. In the event of a breach or threatened breach by the Independent Contractor of any such of the covenants of this Agreement, Company shall hereby be deemed so entitled to an injunction restraining the Independent Contractor, or any person or entity acting in concert with the Independent Contractor, from violating any of the provisions hereof.

iv. Nothing herein contained shall be construed as prohibiting Company from simultaneously pursuing, in the same Court, any other remedies available to Company for such breach or threatened breach, including the recovery of compensatory and punitive damages from the Independent Contractor, or anyone acting in concert with the Independent Contractor, in regard to any breach or any of the provisions hereof.

s. **Notices**. Any notices requests, instructions and demands, which may be given by any Party hereto in the course of the transactions contemplated hereunder, shall be in writing and shall be deemed given when either served by personal service or deposited and posted, by Certified Mail, Return Receipt Requested, and addressed to the respective Party as follows:

Independent Contractor:

Company:

PRIME CARE, P.C.
Paul K. Tanaka, M.D.
President
4160 Carmichael Road,
Suite 104
Montgomery, AL 36106

With a copy to:

Gerald W. Hartley, Esq.
Hill, Hill, Carter, Franco,
Cole & Black, P.C.
425 South Perry Street
Montgomery, AL 36104

t. **Waiver of Breach**. No waiver of a breach by either Party hereunder shall be valid unless such waiver shall be in writing and signed by the Party against whom enforcement of any

waiver is sought. No waiver by a Party of a breach of any provision of this Agreement by the other Party shall be construed as a waiver of any subsequent breach by such Party. No delay or omission on the part of either Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by a Party of any right or remedy shall preclude any other or further exercise of any other right or remedy. Any waiver of a condition shall not constitute a permanent or continuing waiver.

u. **Completion and Execution of Additional Documents.** Independent Contractor shall complete in a timely manner all applications, forms or records necessary to carry out this Agreement. Independent Contractor also agrees to execute such agreements and/or assignments agreement with the Providers being served by the Independent Contractor as may be required in order for Independent Contractor and Company to carry out their respective obligations under this Agreement; provided however, that the language of this paragraph shall not be construed as relieving Independent Contractor of the restrictions contained in Paragraph 17 herein.

v. **Captions.** The title of this Agreement, as well as the paragraph headings and captions in this Agreement, are used for convenience and reference purposes only, and they shall not be deemed controlling in interpreting this Agreement.

w. **Reconciliation Clause.** To the extent required by law, Company and the Independent Contractor hereby agree that for a period of four (4) years after this Agreement terminates, they shall make available, upon written request of the Secretary of Health and Human Services, or any duly authorized representative thereof, this Agreement and the books, documents and records that may be necessary to certify the nature and extent of the costs related to this Agreement.

x. **Patient Medical and Surgical Records.** Medical and surgical records of and for patients treated by the Independent Contractor shall be maintained and shall be the property of the individual facility at which the Independent Contractor is providing services; provided, however, the Independent Contractor, at all times during the term of this Agreement, shall have access to such records. Upon termination of this Agreement, the Independent Contractor shall not be entitled to receive any patient's charts or professional records except pursuant to the specific written instructions of any patient as to the disposition of such patient's particular charts or records.

y. **Assignment; Binding Agreement.** This Agreement shall be binding upon the Parties, their heirs, legal representatives and successors-in-interest. Company depends upon the personal services of the Independent Contractor, and the Independent Contractor shall not assign this Agreement without the prior, express, written consent of Company, nor shall the Independent Contractor delegate any of the Independent Contractor's obligations hereunder to any other person or corporation without the prior, express, written consent of Company. Any such attempted assignment or delegation by the Independent Contractor, without the prior, express, written consent of Company, shall be deemed null, void and of no effect.

z. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the specific subject matter hereof, and there are no agreements, promises, covenants or conditions, oral or otherwise, except as are expressly set forth herein. This Agreement supersedes any and all other understandings and agreements, of whatsoever kind and nature, between the Parties, either oral or otherwise. It may be amended at any time only by a written instrument executed by all Parties hereto. Furthermore, this Agreement shall be binding upon, and inure to the benefit of the respective Parties hereto, and to their respective heirs, executors, administrators, representatives, successors and assigns, whomsoever, forever.

aa. **Severability of Provisions.** The invalidity of any term, covenant or condition of this Agreement shall not affect any other term, covenant or condition hereof, and the Agreement shall be interpreted as though such invalid provision did not exist.

bb. **Prior Agreements.** This Agreement supersedes any prior Agreement of the Parties.

cc. **Governing Law.** This Agreement shall be governed, whether as to its validity, construction, capacity, performance or otherwise, under the laws of the State of Alabama.

dd. **Construction.** Whenever the context requires, the masculine shall include the feminine and neuter, and the singular shall include the plural.

ee. **Time is of the Essence.** Time is of the essence as to this Agreement and in case any Party shall fail to perform this Agreement at the time fixed for the performance of same, the other Party hereto may, at their election, terminate this Agreement, or consider that a default has occurred, entitling the aggrieved Party to proceed as this Agreement and the law in such instances provide.

ff. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be construed as an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

PRIME CARE, PC.

Secretary

(Corporate Seal)

By: _____
Paul K. Tanaka, M.D.
Its President
"Company"

Witness:

"Independent Contractor"

EXHIBIT 1

CONTRACT AMOUNT/PRIME CARE, PC

During the term of this Agreement, **PRIME CARE** shall pay to the **Independent Contractor** monthly, no later than the fifteenth day after each calendar month for which such

payment is due, 40% of the Adjusted gross professional charges, which are Office and Surgery, paid by **Baptist Ventures, Inc.** to **PRIME CARE** for professional services provided hereunder by the **Independent Contractor**. Vaughn Road, Atlanta Hwy, Silver Hills are all Fee For Service facilities. The **Independent Contractor** will be guaranteed a minimum of \$75 per hour at Wetumpka facility only until **September 20, 2001**. The balance of such fees actually paid **PRIME CARE** shall be retained by **PRIME CARE** as compensation for its services hereunder. A deduction of \$.25 per hour is deducted for holiday bonus pay, which will be escrowed into an account and paid to those individuals who work the agreed holidays.

"Independent Contractor"

Date

Paul Tanaka, MD
Its President
"Company"

Date

Nichols IXEN

AERAS 1199



Hospitalist, P.C.
(Baptist Downtown)
Practice Management Administration (PMA)

Nichols TXEN Corporation manages all pro fee billing for the Hospitalist, P.C. portion of Baptist Downtown.

Overview: Practice Management Administration is a complete billing and collection package offered to physicians who choose to free themselves from all administrative responsibilities of a billing office. The physicians code their work, and our staff enters all information necessary to generate insurance claims, statements, and financial reports. We also handle all filing and refiling of claims as well as collection from insurance carriers and patients. The charge for this service is based on a percentage of net receipts. All billing inquiries are directed to our toll-free number.

BILLING MANAGEMENT CHARGE: 10% of Net Receipts

Net Receipts: = Gross Collection \$
-Refunds
-Outside Collection Agency Receivables
Net Receipts

IMPLEMENTATION CHARGE: Waived

MINIMUM MONTHLY FEE: \$2,500.00

AVAILABILITY: Unless otherwise stated, availability is 60 Days from receipt of the signed agreement.

TERMS: A deposit check is required to cover one month's estimated billing fee of \$3,750.00.

October 16, 1998

AERAS 1200

PROFESSIONAL SERVICES AGREEMENT

Baptist Downtown

THIS AGREEMENT is made and entered into by and between Nichols TXEN Corporation, a corporation with its principal offices located at 31 Inverness Center, Suite 500, Birmingham, Alabama 35242 (hereinafter the "Company") and Hospitalist, P.C., located at 301 South Ripley, Montgomery, Alabama 36104 (hereinafter the "Customer");

RECITALS

The Company is engaged in providing billing and collection services for physician practice groups. The Customer desires to retain the services provided by the Company. Customer and the Company have entered into this Agreement to evidence the terms and conditions upon which such services will be provided.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Engagement.

Customer hereby designates and appoints the Company as its agent and attorney-in-fact for billing and collecting the accounts of patients of the Customer on the terms and conditions of this Agreement. The Company hereby accepts such appointment and designation and agrees to provide billing and collection services for the Customer on the terms and conditions hereinafter provided.

(b) The bill shall be sent to the patient, third party responsible for payment or the patient's insurance carrier, along with appropriate insurance forms. In addition, Company shall, as necessary, rebill on behalf of Customer, all such patients, third party or insurance companies. If the bill remains unpaid the Company shall initiate additional collection procedures with an outside collection agency or as directed by the Customer.

2. Term.

The term of this Agreement shall commence on November 1, 1998 and continue until October 31, 2000. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each unless terminated by either party upon written notice to the other party not less than 120 days prior to the last day of the term of this Agreement or any renewal term hereof, as the case may be.

(c) The Company will respond to reasonable telephone and written inquiries from persons to whom statements are mailed by the Company, maintain information currently on accounts of patients of Customer billed by the Company, indicating those paid and unpaid, process insurance rejections, and process and mail additional information reasonably required by individual patients, Medicare, Medicaid, commercial insurance companies or any other person obligated to make payment for services rendered by the Customer for the account of its patient.

3. Duties of the Company.

The Company shall provide billing and collection services for the accounts of patients of the Customer during the term of this Agreement as herein provided. The obligations of the Company shall include the following:

(a) The Company shall promptly prepare an appropriate bill based on fee schedules as shall be provided to Company by Customer. The bill shall include all services performed by Customer and for its preparation the Customer shall forward to the Company the patient record. The patient record shall contain all information listed in "Exhibit A".

(d) The Company will use reasonable efforts and due care in the collection of the accounts of patients of Customer billed by the Company hereunder. In the event that a patient's account is not collected within ninety (90) days after the preparation and delivery of a statement for such account, the Company shall, at the request of Customer, assign the collection of the account to a collection agency designated by the Customer, and the Company shall have no further obligation with respect to the collection of said assigned account. For purposes hereof, delivery of a statement for a patient's account shall be deemed to have occurred when the statement delivered to the patient first demands payment from the patient after the expiration of the suspense period selected by the Company to allow for third party payment.

6. Performance Warranty.

(a) The Company agrees to use its best efforts in the exercise of due care in the performance of its obligations hereunder, which care shall conform to proper data processing standards. Responsibility for due care and the performance of the services by the Company shall be limited to the correction of any errors which are due to mistakes by employees of the Company or to malfunction of the Company's software and/or equipment; provided that written notice of such error(s) is delivered to the Company within 30 days after discovery thereof by Customer but in no event later than 90 days after delivery of a report or statement to the Customer.

(b) EXCEPT FOR THE WARRANTIES HEREIN SET FORTH, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

(a) The Company shall not be responsible for the correction of any error or omission resulting directly or indirectly from failure by the Customer to properly execute any of its responsibilities under Section 4 above. The Company shall in no event be liable for consequential damages suffered by the Customer as a result of the performance of the services under this Agreement.

(b) The Company shall not be liable to the Customer or any other person for noncompliance with any applicable law or regulation regarding Billing Information provided by the Customer for processing by the Company. Customer shall forthwith indemnify the Company with respect to any such claim.

(c) The Company shall not be liable or deemed to be in default for any failure in performance of this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, electrical failures, strikes, labor disputes, shortages of suitable parts, materials, transportation, or any similar or dissimilar causes beyond the reasonable control of the Company; provided that the Company shall use its best efforts to minimize and/or to eliminate any disruption in services.

8. Property Rights.

(a) Any data furnished by the Customer for use by the Company or generated as a result of services performed under this Agreement shall remain the sole property of the Customer. The Company agrees to exercise reasonable care in

maintaining the confidential nature of such information.

(b) Any media, including magnetic tapes, furnished by Customer pursuant to this Agreement shall remain the sole property of the Customer.

(c) Any ideas, concepts, know how, or techniques relating to data processing or other handling of data developed or used by the Company during the course of this Agreement shall be exclusive property of the Company. Customer agrees to treat such information as the Company's intangible proprietary information, intellectual property, and a trade secret and to use reasonable care in maintaining the confidentiality of such information.

9. Storage and Return of Customer Information.

(a) The Company shall store, at its expense, the Billing Information delivered by the Customer to the Company until returned and disposed of as herein provided. At the Customer's request, the Billing Information shall be returned to the Customer upon termination of this Agreement. In the absence of specific instructions concerning the disposition of the Billing Information, such records may be destroyed in the discretion of the Company on or after 7 years after delivery of such information to the Company or 90 days after the date of termination of this Agreement, whichever first occurs. The Company shall not destroy such information without providing Customer with 30 days prior written notice of its intention to destroy such information.

(b) Except as provided in subparagraph (a) above, the Company shall have no responsibility for the backup storage of Customer's Billing Information and the monthly reports provided hereunder.

(c) In the event of expiration or earlier termination of this Agreement,

(i) the Customer shall promptly return to the Company all of its proprietary information including, without limitation, user manuals and report formats; and

(ii) the Company shall, at the request of the Customer, reasonable assist the Customer in transferring the information provided by the Customer for processing and the files and processed data therefrom to the Customer or to another data processing company in a manner that is consistent with usual and customary practices in the computer services industry.

In the event that Customer desires to provide another data processing company access to the premises of the Customer at any time prior to the termination of

13. Miscellaneous.

(a) This Agreement shall be governed by and construed accordance with the laws of the State of Alabama.

(b) This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. There are no promises, covenants or undertakings other than those specifically set forth herein. This Agreement may not be modified or amended except by writing signed by Customer and the Company.

(c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

(d) Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, to the address of the parties set forth above. Notice so sent will be deemed effective when personally delivered or two days after being so deposited in the mail; provided that a notice not given as above provided shall be deemed to be delivered upon actual receipt of the party to whom it is addressed.

(e) No term or provision hereof shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(f) This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(g) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

(h) During the term of this Agreement, and any renewals or extensions hereof, and for a period of six (6) months thereafter, the Customer agrees not to employ or seek to employ any persons currently employed by Nichols TXEN to perform services as employees, independent contractors, or otherwise. Any such violation will result in a \$10,000 fee.

IN WITNESS WHEREOF, the undersigned, each acting under due and proper authority, have executed this Agreement as of the date indicated below.

Nichols TXEN Corporation

By: _____

Title: _____

Date: _____

Hospitalist, P.C.

By:  _____

Title:  _____

Date: _____

Exhibit "A"

Information provided by hospital:

1. Patient's name
2. Patient's sex
3. Patient's date of birth
4. Patient's status (single, married, other)
5. Responsible party's name
6. Responsible party's address
7. Responsible party's telephone number
8. Responsible party's employer
9. Insured's name (if different from patient)
10. Insured's sex
11. Insured's date of birth
12. Insured's address
13. Relationship to insured
14. Insured's employer (if group policy)
15. Insured's employer's address
16. Name of insurance company
17. Address of insurance company
18. Policy certificate number
19. Group policy number
20. Copies of insurance card or cards (front and back)
21. Copy of emergency registration log

AERAS 1204

22. Date of service
23. Dictation
24. Copy of release of information and insurance assignment of benefits
25. HMO / PPO authorization numbers approvals (if applicable)
26. Copy of paid at time of service receipt (if applicable)
27. Radiology reports
28. Triage Notes

Information provided by physician:

1. Chief complaint documented by physician
2. Medical history (past medical, family and social history)
3. Treatment - Itemized for billing purposes
4. Diagnosis
5. Discharge status
6. In-house code blue sheets with demographic information (if applicable)
7. Physicians' notes regarding discussion with patient, family or others.

Hospitalist Collections Estimate

CPT Code	Charge	Total Count	Total Revenue	Per Cent Usage	Medicare Allowed	Medicare Pro Rata 28%	Blue Cross Allowed	B/C Pro Rata 15%	Comm. Ins. Allowed	Comm. Pro Rata 25%	Medicaid Allowed	Medicaid Pro Rata 17%	Self Pay "Allowed"	Self Pay Pro Rata 15%
99217	84.00	1	84.00	0.12%	61.35	17.18	63.00	9.45	63.00	15.75	15.34	2.61	84.00	1.26
99218	92.00	1	92.00	0.14%	66.65	18.66	74.00	11.1	69.00	17.25	16.66	2.83	92.00	1.38
99222	149.00	2	298.00	0.45%	107.53	60.22	94.00	28.2	111.75	55.88	26.88	9.14	149.00	4.47
99223	192.00	144	27,648.00	42.16%	140.79	5,676.65	135.00	2916	144.00	5,184.00	35.20	861.63	192.00	414.72
99231	48.00	254	12,215.00	18.62%	33.70	2,396.74	39.00	1485.9	36.00	2,286.00	8.43	363.79	48.00	182.88
99232	71.00	132	9,555.00	14.57%	51.15	1,890.50	49.00	970.2	53.25	1,757.25	12.79	286.95	71.00	140.58
99233	99.00	7	693.00	1.05%	71.74	140.61	68.00	71.4	74.25	129.94	17.94	21.34	99.00	10.40
99238	84.00	137	11,508.00	17.54%	61.20	2,347.63	63.00	1294.65	63.00	2,157.75	15.30	356.34	84.00	172.62
99252	99.00	1	99.00	0.15%	71.04	19.89	91.00	13.65	74.25	18.56	17.76	3.02	99.00	1.49
99253	131.00	10	1,310.00	1.99%	94.84	265.55	106.00	159	98.25	245.63	23.71	40.31	131.00	19.65
99291	254.00	7	1,716.00	2.61%	184.26	361.15	142.00	149.1	190.50	333.38	46.07	54.82	254.00	26.67
99235	0.00	1	-	0.00%	154.41	43.23	133.00	19.95	-	-	38.60	6.56	-	-
99254	180.00	3	360.00	0.54%	131.48	110.44	137.00	61.65	135.00	101.25	32.87	16.76	180.00	8.10
		700	65,578.00	99.94%	13,348.47			7190.25		12,302.63		2,026.11		984.21
Total Encounters		692	94,771											
Avg. Monthly Enc.		231		Net per Payor				2,400.21		4,106.80		676.35		328.54
Avg. Gross Revenue			21,859.33	per month										

Potential Net Revenue Range

9,574.26

11,967.82

$$= 43 / \text{encounter} = \$173.95 / \text{pt}$$

Collections Estimate Based on the Following:

Medicare	28%
Medicaid	17%
Blue Cross	15%
Commercial	25%
Self Pay*	15%

* Estimated Collections - 10% of charges

John D. Moorehouse

From: Sandy D. Morgan
Sent: Friday, March 19, 1999 4:02 PM
o: 'Pat Satterfield'; 'Mike Molony'
Cc: 'John Moorehouse MD'; 'Wallace Falero MD'; John D. Moorehouse; Jeanie K. Shaw; CThomason; Theresa D. hunter
Subject: compliance

Pat,
It would really be beneficial if you could bring your compliance officer to the meeting next week. John has several questions for him, such as:

- 1) Is your compliance officer (or someone from his/her department) willing to do a presentation on Nichols compliance program to our physicians?
- 2) How long has this program been in place?
- 3) What was the process (and why) for implementing your compliance program, and does your company routinely conduct compliance risk assessments?
- 4) How are compliance issues monitored, tracked, and resolved? To what extent would Nichols inform AERAS of compliance inquiries that involve professional services? What type of issues would your company resolve without our input, and what type of issues would they inform AERAS of prior to resolution?
- 5) Does your billing company perform periodic audits of Nichols' employees coding?
- 6) Is there a formal process that includes standards that medical coders must meet?
- 7) Is the audit function contained within the coding department or is it a separate function?
- 8) Has your compliance program been reviewed or audited by an independent outside consultant? If so, does your company have a summary of those results that is not privileged or proprietary?

I'm sure that you guys will have to turn most of these questions over to the compliance officer and the coding department. I just thought you'd like to have these before Tuesday.

See you soon. Sandy

Submit to

1. Medical Data Systems

2. The doctor

PROFESSIONAL SERVICES AGREEMENT

Jackson Hospital

THIS AGREEMENT is made and entered into by and between Nichols TXEN Corporation, a corporation with its principal offices located at 31 Inverness Center, Suite 500, Birmingham, Alabama 35242 (hereinafter the "Company") and Hospitalist, P.C., located at 1235 Forest Avenue, Montgomery, Alabama 36106 (hereinafter the "Customer");

RECITALS

The Company is engaged in providing billing and collection services for physician practice groups. The Customer desires to retain the services provided by the Company. Customer and the Company have entered into this Agreement to evidence the terms and conditions upon which such services will be provided.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Engagement

Customer hereby designates and appoints the Company as its agent and attorney-in-fact for billing and collecting the accounts of patients of the Customer on the terms and conditions of this Agreement. The Company hereby accepts such appointment and designation and agrees to provide billing and collection services for the Customer on the terms and conditions hereinafter provided.

(b) The bill shall be sent to the patient, third party responsible for payment or the patient's insurance carrier, along with appropriate insurance forms. In addition, Company shall, as necessary, rebill on behalf of Customer, all such patients, third party or insurance companies. If the bill remains unpaid the Company shall initiate additional collection procedures with an outside collection agency or as directed by the Customer.

2. Term

The term of this Agreement shall commence on January 20, 1999 and continue until January 19, 2000. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each unless terminated by either party upon written notice to the other party not less than 120 days prior to the last day of the term of this Agreement or any renewal term hereof, as the case may be.

(c) The Company will respond to reasonable telephone and written inquiries from persons to whom statements are mailed by the Company, maintain information currently on accounts of patients of Customer billed by the Company, indicating those paid and unpaid, process insurance rejections, and process and mail additional information reasonably required by individual patients, Medicare, Medicaid, commercial insurance companies or any other person obligated to make payment for services rendered by the Customer for the account of its patient.

3. Duties of the Company

The Company shall provide billing and collection services for the accounts of patients of the Customer during the term of this Agreement as herein provided. The obligations of the Company shall include the following:

(a) The Company shall promptly prepare an appropriate bill based on fee schedules as shall be provided to Company by Customer. The bill shall include all services performed by Customer and for its preparation the Customer shall forward to the Company the patient record. The patient record shall contain all information listed in "Exhibit A".

(d) The Company will use reasonable efforts and due care in the collection of the accounts of patients of Customer billed by the Company hereunder. In the event that a patient's account is not collected within ninety (90) days after the preparation and delivery of a statement for such account, the Company shall, at the request of Customer, assign the collection of the account to a collection agency designated by the Customer, and the Company shall have no further obligation with respect to the collection of said assigned account. For purposes hereof, delivery of a statement for a patient's account shall be deemed to have occurred when the statement delivered to the patient first demands payment from the patient after the expiration of the suspense period selected by the Company to allow for third party payment.

(e) The Company will prepare and deliver to the Customer a written monthly report reflecting all patient accounts billed on behalf of Customer during the preceding month; all payments made by or on behalf of the Customer's patients during said month with respect to accounts billed by the Company; the patient accounts that have been billed on behalf of the Customer, an aging of said accounts at the end of said preceding month; adjustments in billings, insurance rejections; and other pertinent information with respect to the billings and collections of the Customer's accounts for the preceding month. The Company shall also provide the Customer with such other information reasonably requested by the Customer with respect to services rendered by the Company under this Agreement.

(f) The Company shall, at its expense, hire, train and supervise all the employees required for the services provided herein and provide the necessary office facilities for such personnel. The Company shall pay all the expenses incurred in connection with the services rendered herein, both direct and indirect, including but not limited to postage, forms, printing, office personnel salaries, executive salaries, rent of office facilities for billing, equipment cost and utility cost, provided, however, that the charge for each account billed by the Company shall be increased to reflect increases in the basic postage rate over 32 cents per ounce for mailing of U.S. first class mail.

4. Duties of the Customer.

The Customer shall during the term of this Agreement deliver all of the accounts of its patients for billing and collection by the Company as herein provided. The obligations of the Customer shall include the following:

(a) Customer shall, at its expense, arrange for a "lock box" or other suitable arrangement for the collection of funds paid on the accounts of the patients of the Customer and shall authorize the person responsible for the collection of such funds to furnish the Company information regarding such collections. The Customer shall report to the Company any funds that are paid directly to the Customer on any account that has been delivered by the Customer to the Company for billing and collection hereunder. The Company shall deposit all funds delivered to the Company for the accounts of patients of Customer into the "lock box" or other arrangement established hereunder.

(b) Customer shall advise the Company of the commercial insurance carriers and other third party payers with whom the Customer has direct billing arrangements for the payment of accounts of its patients. Customer will, at its expense, provide the Company such information and authorization as shall be necessary to enable the company to bill

such insurance carriers or other payers directly for the accounts of Customer's patients.

5. Charges for Services.

(a) The Customer shall pay to the Company a one-time charge of N/A for the conversion of the Customer's billing operations to the Company's system and/or N/A set up fee. These one-time charges shall be due and payable upon the execution of this Agreement.

(b) Subject to the minimum charge set forth in subparagraph (c) below, the Customer shall pay to the Company \$6.00 Per Billable Encounter (Does Include Coding). The Company will render invoices for its services monthly. The invoices shall be due and payable in full on receipt by the Customer.

(c) The Company may, at any time after the expiration of one year from the commencement of the initial Term, increase the prices charged by delivery of a written notice at least (90) days prior to effecting any such increase; provided that such increase will not exceed (on a cumulative basis) ten percent (10%) annually.

(d) The Customer shall pay the Company a minimum charge of N/A per month during the term of this Agreement or any extension thereof. Said minimum payment shall be applied against the amount due pursuant to subparagraph (b) above.

(e) In the event the Customer fails to pay in accordance with the terms of this Agreement, the Company may, after 30 days prior notice to the Customer, impose service charges at the rate of 1-1/2% per month on the amounts past due.

(f) There shall be added to any charge or fees payable by Customer this Agreement (i) an amount equal to any local, state or federal sales, use, excise, personal property or other similar taxes or duties and such taxes shall be assumed and paid by the Customer; and (ii) an amount equal to any increase in the postage paid in connection with the performance of the services hereunder which is attributable to a change in the postage rates after the date hereof.

(g) Customer shall pay all collection costs and expenses, including reasonable attorneys fees, incurred by Company in collecting or attempting to collect any past due account.

6. Performance Warranty.

(a) The Company agrees to use its best efforts in the exercise of due care in the performance of its obligations hereunder, which care shall conform to proper data processing standards. Responsibility for due care and the performance of the services by the Company shall be limited to the correction of any errors which are due to mistakes by employees of the

Company or to malfunction of the Company's software and/or equipment; provided that written notice of such error(s) is delivered to the Company within 30 days after discovery thereof by Customer but in no event later than 90 days after delivery of a report or statement to the Customer.

(b) EXCEPT FOR THE WARRANTIES HEREIN SET FORTH, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

(a) The Company shall not be responsible for the correction of any error or omission resulting directly or indirectly from failure by the Customer to properly execute any of its responsibilities under Section 4 above. The Company shall in no event be liable for consequential damages suffered by the Customer as a result of the performance of the services under this Agreement.

(b) The Company shall not be liable to the Customer or any other person for noncompliance with any applicable law or regulation regarding Billing Information provided by the Customer for processing by the Company. Customer shall forthwith indemnify the Company with respect to any such claim.

(c) The Company shall not be liable or deemed to be in default for any failure in performance of this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, electrical failures, strikes, labor disputes, shortages of suitable parts, materials, transportation, or any similar or dissimilar causes beyond the reasonable control of the Company; provided that the Company shall use its best efforts to minimize and/or to eliminate any disruption in services.

8. Property Rights.

(a) Any data furnished by the Customer for use by the Company or generated as a result of services performed under this Agreement shall remain the sole property of the Customer. The Company agrees to exercise reasonable care in maintaining the confidential nature of such information.

(b) Any media, including magnetic tapes, furnished by Customer pursuant to this Agreement shall remain the sole property of the Customer.

(c) Any ideas, concepts, know how, or techniques relating to data processing or other handling of data developed or used by the Company

during the course of this Agreement shall be exclusive property of the Company. Customer agrees to treat such information as the Company's intangible proprietary information, intellectual property, and a trade secret and to use reasonable care in maintaining the confidentiality of such information.

9. Storage and Return of Customer Information.

(a) The Company shall store, at its expense, the Billing Information delivered by the Customer to the Company until returned and disposed of as herein provided. At the Customer's request, the Billing Information shall be returned to the Customer upon termination of this Agreement. In the absence of specific instructions concerning the disposition of the Billing Information, such records may be destroyed in the discretion of the Company on or after 7 years after delivery of such information to the Company or 90 days after the date of termination of this Agreement, whichever first occurs. The Company shall not destroy such information without providing Customer with 30 days prior written notice of its intention to destroy such information.

(b) Except as provided in subparagraph (a) above, the Company shall have no responsibility for the backup storage of Customer's Billing Information and the monthly reports provided hereunder.

(c) In the event of expiration or earlier termination of this Agreement,

(i) the Customer shall promptly return to the Company all of its proprietary information including, without limitation, user manuals and report formats; and

(ii) the Company shall, at the request of the Customer, reasonably assist the Customer in transferring the information provided by the Customer for processing and the files and processed data therefrom to the Customer or to another data processing company in a manner that is consistent with usual and customary practices in the computer services industry.

In the event that Customer desires to provide another data processing company access to the premises of the Customer at any time prior to the termination of the Company's services and the return of the Company's proprietary information, the Customer and such other data processing company, if any, shall be required as a condition to such access to execute an agreement, in form reasonably acceptable to the Company, that acknowledges that the software programs, report formats, and user manuals used by the Company in the performance of its services are proprietary to the Company and constitute trade secret and confidential information

and that limits access to, or disclosure of, such programs and related materials to those employees of the Customer whose job description require access thereto consistent with past practice. The Customer shall pay the Company, at its then current

10. Default.

(a) In the event that the Customer shall fail to pay any amounts due to the Company hereunder, or if either party shall fail to perform any of its other material obligations to the other hereunder, and such payment is not made, or other default cured within 30 days after the giving of written notice thereof, then the party who shall have given notice of such default may terminate this Agreement immediately by giving the other party written notice of termination. It is understood and agreed that the failure of the Customer to deliver Billing Information the Company in a medium and format reasonably acceptable to the Company pursuant to Section 3(a) above shall be deemed to be a default of a material obligation hereunder.

(b) No termination pursuant to any of the provisions of this paragraph shall relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination.

(c) The provisions of this Section 10 shall not be in limitation of any other right or remedy available at law or in equity to the nondefaulting party.

11. Mandatory Arbitration.

(a) The Company and Customer agree that any controversy or claim arising out of or relating to this Agreement, which the parties hereto are unable to resolve, shall be resolved exclusively by arbitration. The parties expressly waive all rights to file suit over such matters, except as provided in subparagraph (b) below and those other instances in which such right is expressly preserved herein. The party desiring to invoke arbitration shall give written notice to the other party to this Agreement and to the American Arbitration Association. An arbitration pursuant to this Section shall permit no right of appeal or trial de novo in a court of law and shall take place in Birmingham, Alabama. The American Arbitration Association shall select one person who is knowledgeable in data processing systems to determine any controversy or claim submitted by either party hereunder. The decision of the arbitrator is final, and it shall not be set aside except for fraud, misconduct or gross mistake amounting to bad faith by him. The arbitrator is hereby authorized to make any award of relief, including damages. All procedures and facts of arbitration not specifically enumerated in this Agreement shall be settled in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award or decision rendered by the arbitrator may be entered in any court having jurisdiction

rates for time and materials, for staff time spent in providing such assistance, for machine time, for the cost of the media on which the data is stored, for the copying costs, and for transportation costs.

thereof. Any party who does not prevail on an issue submitted to the arbitrator for decision shall bear all costs and expenses of the arbitration and shall reimburse the prevailing party for costs and expenses (including attorneys' and experts' fees) incurred in connection therewith. The arbitrator shall undertake to decide any issue submitted to it pursuant to this Agreement within 90 days of its submission.

(b) The Company and the Customer agree that a violation by either party, their successor or assigns of certain of their respective covenants and obligations contained in this Agreement, including without limitation Sections 8, 9 and 12 can cause irreparable injury to the other party not adequately compensable by money damages, and that each of the parties hereto shall be entitled, without the necessity of posting bond or proving actual damages, in addition to any other rights and remedies they may have hereunder pursuant to the mandatory arbitration provisions, to seek (i) specific performance by the other party of its obligations under this Agreement and (ii) temporary or permanent injunctive relief enjoining and restraining the other party from doing or continuing to do any such act and any other violation or threatened violation thereof.

12. Audit.

The Company recognizes that the Billing Information and statement of accounts rendered by the Company to patients of the Customer may be subject to examination by Medicare, Medicaid, commercial insurers and other third party payers with whom Customer has a billing relationship. The Company shall provide Customer and any other person authorized by Customer access to Customer's data during normal business hours upon at least 10 days advance written notice to the Company; provided that such request for access will not unreasonable disrupt the Company's business operations. The Company shall charge and Customer hereby agrees to pay for the cost of any services or materials used by the Company in supplying such audit assistance, including making copies of such information, at the Company's then current rates for time and materials.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed accordance with the laws of the State of Alabama.

(b) This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. There are no promises,

covenants or undertakings other than those specifically set forth herein. This Agreement may not be modified or amended except by writing signed by Customer and the Company.

(c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

(d) Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, to the address of the parties set forth above. Notice so sent will be deemed effective when personally delivered or two days after being so deposited in the mail; provided that a notice not given as above provided shall be deemed to be delivered upon actual receipt of the party to whom it is addressed.

(e) No term or provision hereof shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(f) This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(g) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

(h) During the term of this Agreement, and any renewals or extensions hereof, and for a period of six (6) months thereafter, the Customer agrees not to employ or seek to employ any persons currently employed by Nichols TXEN to perform services as employees, independent contractors, or otherwise. Any such violation will result in a \$10,000 fee.

IN WITNESS WHEREOF, the undersigned, each acting under due and proper authority, have executed this Agreement as of the date indicated below.

Nichols TXEN Corporation

By: William P. C. [Signature]

Title: VP & GM

Date: 2/24/1999

Hospitalist, P.C.

By: [Signature]

Title: President

Date: 1/1/1998

Exhibit "A"

Information provided by hospital:

1. Patient's name
2. Patient's sex
3. Patient's date of birth
4. Patient's status (single, married, other)
5. Responsible party's name
6. Responsible party's address
7. Responsible party's telephone number
8. Responsible party's employer
9. Insured's name (if different from patient)
10. Insured's sex
11. Insured's date of birth
12. Insured's address
13. Relationship to insured
14. Insured's employer (if group policy)
15. Insured's employer's address
16. Name of insurance company
17. Address of insurance company
18. Policy certificate number
19. Group policy number
20. Copies of insurance card or cards (front and back)
21. Copy of emergency registration log

22. Date of service
23. Dictation
24. Copy of release of information and insurance assignment of benefits
25. HMO / PPO authorization numbers approvals (if applicable)
26. Copy of paid at time of service receipt (if applicable)
27. Radiology reports
28. Triage Notes

Information provided by physician:

1. Chief complaint documented by physician
2. Medical history (past medical, family and social history)
3. Treatment - Itemized for billing purposes
4. Diagnosis
5. Discharge status
6. In-house code blue sheets with demographic information (if applicable)
7. Physicians' notes regarding discussion with patient, family or others.

PROFESSIONAL SERVICES AGREEMENT

Baptist East

THIS AGREEMENT is made and entered into by and between Nichols TXEN Corporation, a corporation with its principal offices located at 31 Inverness Center, Suite 500, Birmingham, Alabama 35242 (hereinafter the "Company") and Hospitalist, P.C., located at 400 Taylor Road, Montgomery, Alabama 36117 (hereinafter the "Customer");

RECITALS

The Company is engaged in providing billing and collection services for physician practice groups. The Customer desires to retain the services provided by the Company. Customer and the Company have entered into this Agreement to evidence the terms and conditions upon which such services will be provided.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Engagement.

Customer hereby designates and appoints the Company as its agent and attorney-in-fact for billing and collecting the accounts of patients of the Customer on the terms and conditions of this Agreement. The Company hereby accepts such appointment and designation and agrees to provide billing and collection services for the Customer on the terms and conditions hereinafter provided.

(b) The bill shall be sent to the patient, third party responsible for payment or the patient's insurance carrier, along with appropriate insurance forms. In addition, Company shall, as necessary, rebill on behalf of Customer, all such patients, third party or insurance companies. If the bill remains unpaid the Company shall initiate additional collection procedures with an outside collection agency or as directed by the Customer.

2. Term.

The term of this Agreement shall commence on April 1, 1999 and continue until March 31, 2000. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each unless terminated by either party upon written notice to the other party not less than 120 days prior to the last day of the term of this Agreement or any renewal term hereof, as the case may be.

(c) The Company will respond to reasonable telephone and written inquiries from persons to whom statements are mailed by the Company, maintain information currently on accounts of patients of Customer billed by the Company, indicating those paid and unpaid, process insurance rejections, and process and mail additional information reasonably required by individual patients, Medicare, Medicaid, commercial insurance companies or any other person obligated to make payment for services rendered by the Customer for the account of its patient.

3. Duties of the Company.

The Company shall provide billing and collection services for the accounts of patients of the Customer during the term of this Agreement as herein provided. The obligations of the Company shall include the following:

(a) The Company shall promptly prepare an appropriate bill based on fee schedules as shall be provided to Company by Customer. The bill shall include all services performed by Customer and for its preparation the Customer shall forward to the Company the patient record. The patient record shall contain all information listed in "Exhibit A".

(d) The Company will use reasonable efforts and due care in the collection of the accounts of patients of Customer billed by the Company hereunder. In the event that a patient's account is not collected within ninety (90) days after the preparation and delivery of a statement for such account, the Company shall, at the request of Customer, assign the collection of the account to a collection agency designated by the Customer, and the Company shall have no further obligation with respect to the collection of said assigned account. For purposes hereof, delivery of a statement for a patient's account shall be deemed to have occurred when the statement delivered to the patient first demands payment from the patient after the expiration of the

suspense period selected by the Company to allow for third party payment.

(e) The Company will prepare and deliver to the Customer a written monthly report reflecting all patient accounts billed on behalf of Customer during the preceding month; all payments made by or on behalf of the Customer's patients during said month with respect to accounts billed by the Company; the patient accounts that have been billed on behalf of the Customer, an aging of said accounts at the end of said preceding month; adjustments in billings, insurance rejections; and other pertinent information with respect to the billings and collections of the Customer's accounts for the preceding month. The Company shall also provide the Customer with such other information reasonably requested by the Customer with respect to services rendered by the Company under this Agreement.

(f) The Company shall, at its expense, hire, train and supervise all the employees required for the services provided herein and provide the necessary office facilities for such personnel. The Company shall pay all the expenses incurred in connection with the services rendered herein, both direct and indirect, including but not limited to postage, forms, printing, office personnel salaries, executive salaries, rent of office facilities for billing, equipment cost and utility cost, provided, however, that the charge for each account billed by the Company shall be increased to reflect increases in the basic postage rate over 32 cents per ounce for mailing of U.S. first class mail.

4. Duties of the Customer.

The Customer shall during the term of this Agreement deliver all of the accounts of its patients for billing and collection by the Company as herein provided. The obligations of the Customer shall include the following:

(a) Customer shall, at its expense, arrange for a "lock box" or other suitable arrangement for the collection of funds paid on the accounts of the patients of the Customer and shall authorize the person responsible for the collection of such funds to furnish the Company information regarding such collections. The Customer shall report to the Company any funds that are paid directly to the Customer on any account that has been delivered by the Customer to the Company for billing and collection hereunder. The Company shall deposit all funds delivered to the Company for the accounts of patients of Customer into the "lock box" or other arrangement established hereunder.

(b) Customer shall advise the Company of the commercial insurance carriers and other third party payers with whom the Customer has direct billing arrangements for the payment of accounts of its patients. Customer will, at its expense, provide

the Company such information and authorization as shall be necessary to enable the company to bill such insurance carriers or other payers directly for the accounts of Customer's patients.

5. Charges for Services.

(a) The Customer shall pay to the Company a one-time charge of N/A for the conversion of the Customer's billing operations to the Company's system and/or N/A set up fee. These one-time charges shall be due and payable upon the execution of this Agreement.

(b) Subject to the minimum charge set forth in subparagraph (c) below, the Customer shall pay to the Company \$6.00 Per Billable Encounter (Does Include Coding). The Company will render invoices for its services monthly. The invoices shall be due and payable in full on receipt by the Customer.

(c) The Company may, at any time after the expiration of one year from the commencement of the initial Term, increase the prices charged by delivery of a written notice at least (90) days prior to effecting any such increase; provided that such increase will not exceed (on a cumulative basis) ten percent (10%) annually.

(d) The Customer shall pay the Company a minimum charge of N/A per month during the term of this Agreement or any extension thereof. Said minimum payment shall be applied against the amount due pursuant to subparagraph (b) above.

(e) In the event the Customer fails to pay in accordance with the terms of this Agreement, the Company may, after 30 days prior notice to the Customer, impose service charges at the rate of 1-1/2% per month on the amounts past due.

(f) There shall be added to any charge or fees payable by Customer this Agreement (i) an amount equal to any local, state or federal sales, use, excise, personal property or other similar taxes or duties and such taxes shall be assumed and paid by the Customer; and (ii) an amount equal to any increase in the postage paid in connection with the performance of the services hereunder which is attributable to a change in the postage rates after the date hereof.

(g) Customer shall pay all collection costs and expenses, including reasonable attorneys fees, incurred by Company in collecting or attempting to collect any past due account.

6. Performance Warranty.

(a) The Company agrees to use its best efforts in the exercise of due care in the performance of its obligations hereunder, which care shall conform to proper data processing standards. Responsibility

for due care and the performance of the services by the Company shall be limited to the correction of any errors which are due to mistakes by employees of the Company or to malfunction of the Company's software and/or equipment; provided that written notice of such error(s) is delivered to the Company within 30 days after discovery thereof by Customer but in no event later than 90 days after delivery of a report or statement to the Customer.

(b) EXCEPT FOR THE WARRANTIES HEREIN SET FORTH, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

(a) The Company shall not be responsible for the correction of any error or omission resulting directly or indirectly from failure by the Customer to properly execute any of its responsibilities under Section 4 above. The Company shall in no event be liable for consequential damages suffered by the Customer as a result of the performance of the services under this Agreement.

(b) The Company shall not be liable to the Customer or any other person for noncompliance with any applicable law or regulation regarding Billing Information provided by the Customer for processing by the Company. ~~Customer shall forthwith indemnify the Company with respect to any such claim.~~

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(c) The Company shall not be liable or deemed to be in default for any failure in performance of this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, electrical failures, strikes, labor disputes, shortages of suitable parts, materials, transportation, or any similar or dissimilar causes beyond the reasonable control of the Company; provided that the Company shall use its best efforts to minimize and/or to eliminate any disruption in services.

8. Property Rights.

(a) Any data furnished by the Customer for use by the Company or generated as a result of services performed under this Agreement shall remain the sole property of the Customer. The Company agrees to exercise reasonable care in maintaining the confidential nature of such information.

(b) Any media, including magnetic tapes, furnished by Customer pursuant to this Agreement shall remain the sole property of the Customer.

(c) Any ideas, concepts, know how, or techniques relating to data processing or other handling of data developed or used by the Company during the course of this Agreement shall be exclusive property of the Company. Customer agrees to treat such information as the Company's intangible proprietary information, intellectual property, and a trade secret and to use reasonable care in maintaining the confidentiality of such information.

9. Storage and Return of Customer Information.

(a) The Company shall store, at its expense, the Billing Information delivered by the Customer to the Company until returned and disposed of as herein provided. At the Customer's request, the Billing Information shall be returned to the Customer upon termination of this Agreement. In the absence of specific instructions concerning the disposition of the Billing Information, such records may be destroyed in the discretion of the Company on or after 7 years after delivery of such information to the Company or 90 days after the date of termination of this Agreement, whichever first occurs. The Company shall not destroy such information without providing Customer with 30 days prior written notice of its intention to destroy such information.

(b) Except as provided in subparagraph (a) above, the Company shall have no responsibility for the backup storage of Customer's Billing Information and the monthly reports provided hereunder.

(c) In the event of expiration or earlier termination of this Agreement,

(i) the Customer shall promptly return to the Company all of its proprietary information including, without limitation, user manuals and report formats; and

(ii) the Company shall, at the request of the Customer, reasonably assist the Customer in transferring the information provided by the Customer for processing and the files and processed data therefrom to the Customer or to another data processing company in a manner that is consistent with usual and customary practices in the computer services industry.

In the event that Customer desires to provide another data processing company access to the premises of the Customer at any time prior to the termination of the Company's services and the return of the Company's proprietary information, the Customer and such other data processing company, if any, shall be required as a condition to such access to execute an agreement, in form reasonably acceptable to the

Company, that acknowledges that the software programs, report formats, and user manuals used by the Company in the performance of its services are proprietary to the Company and constitute trade secret and confidential information and that limits access to, or disclosure of, such programs and related materials to those employees of the Customer whose job description require access thereto

10. Default.

(a) In the event that the Customer shall fail to pay any amounts due to the Company hereunder, or if either party shall fail to perform any of its other material obligations to the other hereunder, and such payment is not made, or other default cured within 30 days after the giving of written notice thereof, then the party who shall have given notice of such default may terminate this Agreement immediately by giving the other party written notice of termination. It is understood and agreed that the failure of the Customer to deliver Billing Information the Company in a medium and format reasonably acceptable to the Company pursuant to Section 3(a) above shall be deemed to be a default of a material obligation hereunder.

(b) No termination pursuant to any of the provisions of this paragraph shall relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination.

(c) The provisions of this Section 10 shall not be in limitation of any other right or remedy available at law or in equity to the nondefaulting party.

11. Mandatory Arbitration.

(a) The Company and Customer agree that any controversy or claim arising out of or relating to this Agreement, which the parties hereto are unable to resolve, shall be resolved exclusively by arbitration. The parties expressly waive all rights to file suit over such matters, except as provided in subparagraph (b) below and those other instances in which such right is expressly preserved herein. The party desiring to invoke arbitration shall give written notice to the other party to this Agreement and to the American Arbitration Association. An arbitration pursuant to this Section shall permit no right of appeal or trial de novo in a court of law and shall take place in Birmingham, Alabama. The American Arbitration Association shall select one person who is knowledgeable in data processing systems to determine any controversy or claim submitted by either party hereunder. The decision of the arbitrator is final, and it shall not be set aside except for fraud, misconduct or gross mistake amounting to bad faith by him. The arbitrator is hereby authorized to make any award of relief, including damages. All procedures and facts of arbitration not specifically enumerated in this Agreement shall be settled in

consistent with past practice. The Customer shall pay the Company, at its then current rates for time and materials, for staff time spent in providing such assistance, for machine time, for the cost of the media on which the data is stored, for the copying costs, and for transportation costs.

accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award or decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any party who does not prevail on an issue submitted to the arbitrator for decision shall bear all costs and expenses of the arbitration and shall reimburse the prevailing party for costs and expenses (including attorneys' and experts' fees) incurred in connection therewith. The arbitrator shall undertake to decide any issue submitted to it pursuant to this Agreement within 90 days of its submission.

(b) The Company and the Customer agree that a violation by either party, their successor or assigns of certain of their respective covenants and obligations contained in this Agreement, including without limitation Sections 8, 9 and 12 can cause irreparable injury to the other party not adequately compensable by money damages, and that each of the parties hereto shall be entitled, without the necessity of posting bond or proving actual damages, in addition to any other rights and remedies they may have hereunder pursuant to the mandatory arbitration provisions, to seek (i) specific performance by the other party of its obligations under this Agreement and (ii) temporary or permanent injunctive relief enjoining and restraining the other party from doing or continuing to do any such act and any other violation or threatened violation thereof.

12. Audit.

The Company recognizes that the Billing Information and statement of accounts rendered by the Company to patients of the Customer may be subject to examination by Medicare, Medicaid, commercial insurers and other third party payers with whom Customer has a billing relationship. The Company shall provide Customer and any other person authorized by Customer access to Customer's data during normal business hours upon at least 10 days advance written notice to the Company; provided that such request for access will not unreasonably disrupt the Company's business operations. The Company shall charge and Customer hereby agrees to pay for the cost of any services or materials used by the Company in supplying such audit assistance, including making copies of such information, at the Company's then current rates for time and materials.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed accordance with the laws of the State of Alabama.

(b) This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. There are no promises, covenants or undertakings other than those specifically set forth herein. This Agreement may not be modified or amended except by writing signed by Customer and the Company.

(c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

(d) Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, to the address of the parties set forth above. Notice so sent will be deemed effective when personally delivered or two days after being so deposited in the mail; provided that a notice not given as above provided shall be deemed to be delivered upon actual receipt of the party to whom it is addressed.

(e) No term or provision hereof shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(f) This Agreement may be executed in counterparts each of which when so executed shall

be deemed to be an original, but all of which shall constitute one and the same instrument.

(g) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

(h) During the term of this Agreement, and any renewals or extensions hereof, and for a period of six (6) months thereafter, the Customer agrees not to employ or seek to employ any persons currently employed by Nichols TXEN to perform services as employees, independent contractors, or otherwise. Any such violation will result in a \$10,000 fee.

IN WITNESS WHEREOF, the undersigned, each acting under due and proper authority, have executed this Agreement as of the date indicated below.

Nichols TXEN Corporation

By: William L. Gaden

Title: VP & GM

Date: 1/22/99

Hospitalist, P.C.

By: John Morehouse

Title: President

Date: 1/22/99

Exhibit "A"

Information provided by hospital:

1. Patient's name
2. Patient's sex
3. Patient's date of birth
4. Patient's status (single, married, other)
5. Responsible party's name
6. Responsible party's address
7. Responsible party's telephone number
8. Responsible party's employer
9. Insured's name (if different from patient)
10. Insured's sex
11. Insured's date of birth
12. Insured's address
13. Relationship to insured
14. Insured's employer (if group policy)
15. Insured's employer's address
16. Name of insurance company
17. Address of insurance company
18. Policy certificate number
19. Group policy number
20. Copies of insurance card or cards (front and back)

21. Copy of emergency registration log
22. Date of service
23. Dictation
24. Copy of release of information and insurance assignment of benefits
25. HMO / PPO authorization numbers approvals (if applicable)
26. Copy of paid at time of service receipt (if applicable)
27. Radiology reports
28. Triage Notes

Information provided by physician:

1. Chief complaint documented by physician
2. Medical history (past medical, family and social history)
3. Treatment - Itemized for billing purposes
4. Diagnosis
5. Discharge status
6. In-house code blue sheets with demographic information (if applicable)
7. Physicians' notes regarding discussion with patient, family or others.

PROFESSIONAL SERVICES AGREEMENT

Baptist Downtown

THIS AGREEMENT is made and entered into by and between Nichols TXEN Corporation, a corporation with its principal offices located at 31 Inverness Center, Suite 500, Birmingham, Alabama 35242 (hereinafter the "Company") and Hospitalist, P.C., located at 301 South Ripley, Montgomery, Alabama 36104 (hereinafter the "Customer");

RECITALS

The Company is engaged in providing billing and collection services for physician practice groups. The Customer desires to retain the services provided by the Company. Customer and the Company have entered into this Agreement to evidence the terms and conditions upon which such services will be provided.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Engagement

Customer hereby designates and appoints the Company as its agent and attorney-in-fact for billing and collecting the accounts of patients of the Customer on the terms and conditions of this Agreement. The Company hereby accepts such appointment and designation and agrees to provide billing and collection services for the Customer on the terms and conditions hereinafter provided.

(b) The bill shall be sent to the patient, third party responsible for payment or the patient's insurance carrier, along with appropriate insurance forms. In addition, Company shall, as necessary, rebill on behalf of Customer, all such patients, third party or insurance companies. If the bill remains unpaid the Company shall initiate additional collection procedures with an outside collection agency or as directed by the Customer.

2. Term

The term of this Agreement shall commence on November 1, 1998 and continue until October 31, 1999. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each unless terminated by either party upon written notice to the other party not less than 120 days prior to the last day of the term of this Agreement or any renewal term hereof, as the case may be.

(c) The Company will respond to reasonable telephone and written inquiries from persons to whom statements are mailed by the Company, maintain information currently on accounts of patients of Customer billed by the Company, indicating those paid and unpaid, process insurance rejections, and process and mail additional information reasonably required by individual patients, Medicare, Medicaid, commercial insurance companies or any other person obligated to make payment for services rendered by the Customer for the account of its patient.

3. Duties of the Company

The Company shall provide billing and collection services for the accounts of patients of the Customer during the term of this Agreement as herein provided. The obligations of the Company shall include the following:

(a) The Company shall promptly prepare an appropriate bill based on fee schedules as shall be provided to Company by Customer. The bill shall include all services performed by Customer and for its preparation the Customer shall forward to the Company the patient record. The patient record shall contain all information listed in "Exhibit A".

(d) The Company will use reasonable efforts and due care in the collection of the accounts of patients of Customer billed by the Company hereunder. In the event that a patient's account is not collected within ninety (90) days after the preparation and delivery of a statement for such account, the Company shall, at the request of Customer, assign the collection of the account to a collection agency designated by the Customer, and the Company shall have no further obligation with respect to the collection of said assigned account. For purposes hereof, delivery of a statement for a patient's account shall be deemed to have occurred when the statement delivered to the patient first demands payment from the patient after the expiration of the suspense period selected by the Company to allow for third party payment.

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(e) The Company will prepare and deliver to the Customer a written monthly report reflecting all patient accounts billed on behalf of Customer during the preceding month; all payments made by or on behalf of the Customer's patients during said month with respect to accounts billed by the Company; the patient accounts that have been billed on behalf of the Customer, an aging of said accounts at the end of said preceding month; adjustments in billings, insurance rejections; and other pertinent information with respect to the billings and collections of the Customer's accounts for the preceding month. The Company shall also provide the Customer with such other information reasonably requested by the Customer with respect to services rendered by the Company under this Agreement.

(f) The Company shall, at its expense, hire, train and supervise all the employees required for the services provided herein and provide the necessary office facilities for such personnel. The Company shall pay all the expenses incurred in connection with the services rendered herein, both direct and indirect, including but not limited to postage, forms, printing, office personnel salaries, executive salaries, rent of office facilities for billing, equipment cost and utility cost; provided, however, that the charge for each account billed by the Company shall be increased to reflect increases in the basic postage rate over 32 cents per ounce for mailing of U.S. first class mail.

4. Duties of the Customer.

The Customer shall during the term of this Agreement deliver all of the accounts of its patients for billing and collection by the Company as herein provided. The obligations of the Customer shall include the following:

(a) Customer shall, at its expense, arrange for a "lock box" or other suitable arrangement for the collection of funds paid on the accounts of the patients of the Customer and shall authorize the person responsible for the collection of such funds to furnish the Company information regarding such collections. The Customer shall report to the Company any funds that are paid directly to the Customer on any account that has been delivered by the Customer to the Company for billing and collection hereunder. The Company shall deposit all funds delivered to the Company for the accounts of patients of Customer into the "lock box" or other arrangement established hereunder.

(b) Customer shall advise the Company of the commercial insurance carriers and other third party payers with whom the Customer has direct billing arrangements for the payment of accounts of its patients. Customer will, at its expense, provide the Company such information and authorization as shall be necessary to enable the company to bill

such insurance carriers or other payers directly for the accounts of Customer's patients.

5. Charges for Services.

(a) The Customer shall pay to the Company a one-time charge of N/A for the conversion of the Customer's billing operations to the Company's system and/or N/A set up fee. These one-time charges shall be due and payable upon the execution of this Agreement.

(b) Subject to the minimum charge set forth in subparagraph (c) below, the Customer shall pay to the Company \$6.00 Per Billable Encounter (Does Include Coding). The Company will render invoices for its services monthly. The invoices shall be due and payable in full on receipt by the Customer.

(c) The Company may, at any time after the expiration of one year from the commencement of the initial Term, increase the prices charged by delivery of a written notice at least (90) days prior to effecting any such increase; provided that such increase will not exceed (on a cumulative basis) ten percent (10%) annually.

(d) The Customer shall pay the Company a minimum charge of N/A per month during the term of this Agreement or any extension thereof. Said minimum payment shall be applied against the amount due pursuant to subparagraph (b) above.

(e) In the event the Customer fails to pay in accordance with the terms of this Agreement, the Company may, after 30 days prior notice to the Customer, impose service charges at the rate of 1-1/2% per month on the amounts past due.

(f) There shall be added to any charge or fees payable by Customer this Agreement (i) an amount equal to any local, state or federal sales, use, excise, personal property or other similar taxes or duties and such taxes shall be assumed and paid by the Customer; and (ii) an amount equal to any increase in the postage paid in connection with the performance of the services hereunder which is attributable to a change in the postage rates after the date hereof.

(g) Customer shall pay all collection costs and expenses, including reasonable attorneys fees, incurred by Company in collecting or attempting to collect any past due account.

6. Performance Warranty.

(a) The Company agrees to use its best efforts in the exercise of due care in the performance of its obligations hereunder, which care shall conform to proper data processing standards. Responsibility for due care and the performance of the services by the Company shall be limited to the correction of any errors which are due to mistakes by employees of the

Company or to malfunction of the Company's software and/or equipment; provided that written notice of such error(s) is delivered to the Company within 30 days after discovery thereof by Customer but in no event later than 90 days after delivery of a report or statement to the Customer.

(b) EXCEPT FOR THE WARRANTIES HEREIN SET FORTH, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

(a) The Company shall not be responsible for the correction of any error or omission resulting directly or indirectly from failure by the Customer to properly execute any of its responsibilities under Section 4 above. The Company shall in no event be liable for consequential damages suffered by the Customer as a result of the performance of the services under this Agreement.

(b) The Company shall not be liable to the Customer or any other person for noncompliance with any applicable law or regulation regarding Billing Information provided by the Customer for processing by the Company. ~~Customer shall forthwith indemnify the Company with respect to any such claim.~~

(c) The Company shall not be liable or deemed to be in default for any failure in performance of this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, electrical failures, strikes, labor disputes, shortages of suitable parts, materials, transportation, or any similar or dissimilar causes beyond the reasonable control of the Company; provided that the Company shall use its best efforts to minimize and/or to eliminate any disruption in services.

8. Property Rights.

(a) Any data furnished by the Customer for use by the Company or generated as a result of services performed under this Agreement shall remain the sole property of the Customer. The Company agrees to exercise reasonable care in maintaining the confidential nature of such information.

(b) Any media, including magnetic tapes, furnished by Customer pursuant to this Agreement shall remain the sole property of the Customer.

(c) Any ideas, concepts, know how, or techniques relating to data processing or other handling of data developed or used by the Company

during the course of this Agreement shall be exclusive property of the Company. Customer agrees to treat such information as the Company's intangible proprietary information, intellectual property, and a trade secret and to use reasonable care in maintaining the confidentiality of such information.

9. Storage and Return of Customer Information.

(a) The Company shall store, at its expense, the Billing Information delivered by the Customer to the Company until returned and disposed of as herein provided. At the Customer's request, the Billing Information shall be returned to the Customer upon termination of this Agreement. In the absence of specific instructions concerning the disposition of the Billing Information, such records may be destroyed in the discretion of the Company on or after 7 years after delivery of such information to the Company or 90 days after the date of termination of this Agreement, whichever first occurs. The Company shall not destroy such information without providing Customer with 30 days prior written notice of its intention to destroy such information.

(b) Except as provided in subparagraph (a) above, the Company shall have no responsibility for the backup storage of Customer's Billing Information and the monthly reports provided hereunder.

(c) In the event of expiration or earlier termination of this Agreement,

(i) the Customer shall promptly return to the Company all of its proprietary information including, without limitation, user manuals and report formats; and

(ii) the Company shall, at the request of the Customer, reasonably assist the Customer in transferring the information provided by the Customer for processing and the files and processed data therefrom to the Customer or to another data processing company in a manner that is consistent with usual and customary practices in the computer services industry.

In the event that Customer desires to provide another data processing company access to the premises of the Customer at any time prior to the termination of the Company's services and the return of the Company's proprietary information, the Customer and such other data processing company, if any, shall be required as a condition to such access to execute an agreement, in form reasonably acceptable to the Company, that acknowledges that the software programs, report formats, and user manuals used by the Company in the performance of its services are proprietary to the Company and constitute trade secret and confidential information

and that limits access to, or disclosure of, such programs and related materials to those employees of the Customer whose job description require access thereto consistent with past practice. The Customer shall pay the Company, at its then current

10. Default.

(a) In the event that the Customer shall fail to pay any amounts due to the Company hereunder, or if either party shall fail to perform any of its other material obligations to the other hereunder, and such payment is not made, or other default cured within 30 days after the giving of written notice thereof, then the party who shall have given notice of such default may terminate this Agreement immediately by giving the other party written notice of termination. It is understood and agreed that the failure of the Customer to deliver Billing Information the Company in a medium and format reasonably acceptable to the Company pursuant to Section 3(a) above shall be deemed to be a default of a material obligation hereunder.

(b) No termination pursuant to any of the provisions of this paragraph shall relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination.

(c) The provisions of this Section 10 shall not be in limitation of any other right or remedy available at law or in equity to the nondefaulting party.

11. Mandatory Arbitration.

(a) The Company and Customer agree that any controversy or claim arising out of or relating to this Agreement, which the parties hereto are unable to resolve, shall be resolved exclusively by arbitration. The parties expressly waive all rights to file suit over such matters, except as provided in subparagraph (b) below and those other instances in which such right is expressly preserved herein. The party desiring to invoke arbitration shall give written notice to the other party to this Agreement and to the American Arbitration Association. An arbitration pursuant to this Section shall permit no right of appeal or trial de novo in a court of law and shall take place in Birmingham, Alabama. The American Arbitration Association shall select one person who is knowledgeable in data processing systems to determine any controversy or claim submitted by either party hereunder. The decision of the arbitrator is final, and it shall not be set aside except for fraud, misconduct or gross mistake amounting to bad faith by him. The arbitrator is hereby authorized to make any award of relief, including damages. All procedures and facts of arbitration not specifically enumerated in this Agreement shall be settled in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award or decision rendered by the arbitrator may be entered in any court having jurisdiction

rates for time and materials, for staff time spent in providing such assistance, for machine time, for the cost of the media on which the data is stored, for the copying costs, and for transportation costs.

thereof. Any party who does not prevail on an issue submitted to the arbitrator for decision shall bear all costs and expenses of the arbitration and shall reimburse the prevailing party for costs and expenses (including attorneys' and experts' fees) incurred in connection therewith. The arbitrator shall undertake to decide any issue submitted to it pursuant to this Agreement within 90 days of its submission.

(b) The Company and the Customer agree that a violation by either party, their successor or assigns of certain of their respective covenants and obligations contained in this Agreement, including without limitation Sections 8, 9 and 12 can cause irreparable injury to the other party not adequately compensable by money damages, and that each of the parties hereto shall be entitled, without the necessity of posting bond or proving actual damages, in addition to any other rights and remedies they may have hereunder pursuant to the mandatory arbitration provisions, to seek (i) specific performance by the other party of its obligations under this Agreement and (ii) temporary or permanent injunctive relief enjoining and restraining the other party from doing or continuing to do any such act and any other violation or threatened violation thereof.

12. Audit.

The Company recognizes that the Billing Information and statement of accounts rendered by the Company to patients of the Customer may be subject to examination by Medicare, Medicaid, commercial insurers and other third party payers with whom Customer has a billing relationship. The Company shall provide Customer and any other person authorized by Customer access to Customer's data during normal business hours upon at least 10 days advance written notice to the Company; provided that such request for access will not unreasonable disrupt the Company's business operations. The Company shall charge and Customer hereby agrees to pay for the cost of any services or materials used by the Company in supplying such audit assistance, including making copies of such information, at the Company's then current rates for time and materials.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed accordance with the laws of the State of Alabama.

(b) This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. There are no promises,

covenants or undertakings other than those specifically set forth herein. This Agreement may not be modified or amended except by writing signed by Customer and the Company.

(c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

(d) Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, to the address of the parties set forth above. Notice so sent will be deemed effective when personally delivered or two days after being so deposited in the mail; provided that a notice not given as above provided shall be deemed to be delivered upon actual receipt of the party to whom it is addressed.

(e) No term or provision hereof shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(f) This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(g) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

(h) During the term of this Agreement, and any renewals or extensions hereof, and for a period of six (6) months thereafter, the Customer agrees not to employ or seek to employ any persons currently employed by Nichols TXEN to perform services as employees, independent contractors, or otherwise. Any such violation will result in a \$10,000 fee.

IN WITNESS WHEREOF, the undersigned, each acting under due and proper authority, have executed this Agreement as of the date indicated below.

Nichols TXEN Corporation

By: William L. C. [Signature]

Title: VP & GM

Date: 11/1/1998

Hospitalist, P.C.

By: [Signature]

Title: President

Date: 11/1/98

Exhibit "A"

Information provided by hospital:

1. Patient's name
2. Patient's sex
3. Patient's date of birth
4. Patient's status (single, married, other)
5. Responsible party's name
6. Responsible party's address
7. Responsible party's telephone number
8. Responsible party's employer
9. Insured's name (if different from patient)
10. Insured's sex
11. Insured's date of birth
12. Insured's address
13. Relationship to insured
14. Insured's employer (if group policy)
15. Insured's employer's address
16. Name of insurance company
17. Address of insurance company
18. Policy certificate number
19. Group policy number
20. Copies of insurance card or cards (front and back)
21. Copy of emergency registration log

22. Date of service
23. Dictation
24. Copy of release of information and insurance assignment of benefits
25. HMO / PPO authorization numbers approvals (if applicable)
26. Copy of paid at time of service receipt (if applicable)
27. Radiology reports
28. Triage Notes

Information provided by physician:

1. Chief complaint documented by physician
2. Medical history (past medical, family and social history)
3. Treatment - Itemized for billing purposes
4. Diagnosis
5. Discharge status
6. In-house code blue sheets with demographic information (if applicable)
7. Physicians' notes regarding discussion with patient, family or others.

PROFESSIONAL SERVICES AGREEMENT

Baptist East

THIS AGREEMENT is made and entered into by and between Nichols TXEN Corporation, a corporation with its principal offices located at 31 Inverness Center, Suite 500, Birmingham, Alabama 35242 (hereinafter the "Company") and Alabama ER Administrative Services, P.C., located at 400 Taylor Road, Montgomery, Alabama 36117 (hereinafter the "Customer");

RECITALS

The Company is engaged in providing billing and collection services for physician practice groups. The Customer desires to retain the services provided by the Company. Customer and the Company have entered into this Agreement to evidence the terms and conditions upon which such services will be provided.

AGREEMENT

NOW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Engagement

Customer hereby designates and appoints the Company as its agent and attorney-in-fact for billing and collecting the accounts of patients of the Customer on the terms and conditions of this Agreement. The Company hereby accepts such appointment and designation and agrees to provide billing and collection services for the Customer on the terms and conditions hereinafter provided.

(b) The bill shall be sent to the patient, third party responsible for payment or the patient's insurance carrier, along with appropriate insurance forms. In addition, Company shall, as necessary, rebill on behalf of Customer, all such patients, third party or insurance companies. If the bill remains unpaid the Company shall initiate additional collection procedures with an outside collection agency or as directed by the Customer.

2. Term

The term of this Agreement shall commence on April 1, 1999 and continue until March 31, 2000. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each unless terminated by either party upon written notice to the other party not less than 120 days prior to the last day of the term of this Agreement or any renewal term hereof, as the case may be.

(c) The Company will respond to reasonable telephone and written inquiries from persons to whom statements are mailed by the Company, maintain information currently on accounts of patients of Customer billed by the Company, indicating those paid and unpaid, process insurance rejections, and process and mail additional information reasonably required by individual patients, Medicare, Medicaid, commercial insurance companies or any other person obligated to make payment for services rendered by the Customer for the account of its patient.

3. Duties of the Company

The Company shall provide billing and collection services for the accounts of patients of the Customer during the term of this Agreement as herein provided. The obligations of the Company shall include the following:

(a) The Company shall promptly prepare an appropriate bill based on fee schedules as shall be provided to Company by Customer. The bill shall include all services performed by Customer and for its preparation the Customer shall forward to the Company the patient record. The patient record shall contain all information listed in "Exhibit A".

(d) The Company will use reasonable efforts and due care in the collection of the accounts of patients of Customer billed by the Company hereunder. In the event that a patient's account is not collected within ninety (90) days after the preparation and delivery of a statement for such account, the Company shall, at the request of Customer, assign the collection of the account to a collection agency designated by the Customer, and the Company shall have no further obligation with respect to the collection of said assigned account. For purposes hereof, delivery of a statement for a patient's account shall be deemed to have occurred when the statement delivered to the patient first demands payment from the patient after the expiration of the suspense period selected by the Company to allow for third party payment.

(e) The Company will prepare and deliver to the Customer a written monthly report reflecting all patient accounts billed on behalf of Customer during the preceding month; all payments made by or on behalf of the Customer's patients during said month with respect to accounts billed by the Company; the patient accounts that have been billed on behalf of the Customer, an aging of said accounts at the end of said preceding month; adjustments in billings, insurance rejections; and other pertinent information with respect to the billings and collections of the Customer's accounts for the preceding month. The Company shall also provide the Customer with such other information reasonably requested by the Customer with respect to services rendered by the Company under this Agreement.

(f) The Company shall, at its expense, hire, train and supervise all the employees required for the services provided herein and provide the necessary office facilities for such personnel. The Company shall pay all the expenses incurred in connection with the services rendered herein, both direct and indirect, including but not limited to postage, forms, printing, office personnel salaries, executive salaries, rent of office facilities for billing, equipment cost and utility cost, provided, however, that the charge for each account billed by the Company shall be increased to reflect increases in the basic postage rate over 32 cents per ounce for mailing of U.S. first class mail.

4. Duties of the Customer.

The Customer shall during the term of this Agreement deliver all of the accounts of its patients for billing and collection by the Company as herein provided. The obligations of the Customer shall include the following:

(a) Customer shall, at its expense, arrange for a "lock box" or other suitable arrangement for the collection of funds paid on the accounts of the patients of the Customer and shall authorize the person responsible for the collection of such funds to furnish the Company information regarding such collections. The Customer shall report to the Company any funds that are paid directly to the Customer on any account that has been delivered by the Customer to the Company for billing and collection hereunder. The Company shall deposit all funds delivered to the Company for the accounts of patients of Customer into the "lock box" or other arrangement established hereunder.

(b) Customer shall advise the Company of the commercial insurance carriers and other third party payers with whom the Customer has direct billing arrangements for the payment of accounts of its patients. Customer will, at its expense, provide the Company such information and authorization as shall be necessary to enable the company to bill such insurance carriers or other payers directly for the accounts of Customer's patients.

5. Charges for Services.

(a) The Customer shall pay to the Company a one-time charge of N/A for the conversion of the Customer's billing operations to the Company's system and/or N/A set up fee. These one-time charges shall be due and payable upon the execution of this Agreement.

(b) Subject to the minimum charge set forth in subparagraph (c) below, the Customer shall pay to the Company \$7.50 Per Billable Chart (Does Include Coding). The Company will render invoices for its services monthly. The invoices shall be due and payable in full on receipt by the Customer.

(c) The Company may, at any time after the expiration of one year from the commencement of the initial Term, increase the prices charged by delivery of a written notice at least (90) days prior to effecting any such increase; provided that such increase will not exceed (on a cumulative basis) ten percent (10%) annually.

(d) The Customer shall pay the Company a minimum charge of N/A per month during the term of this Agreement or any extension thereof. Said minimum payment shall be applied against the amount due pursuant to subparagraph (b) above.

(e) In the event the Customer fails to pay in accordance with the terms of this Agreement, the Company may, after 30 days prior notice to the Customer, impose service charges at the rate of 1-1/2% per month on the amounts past due.

(f) There shall be added to any charge or fees payable by Customer this Agreement (i) an amount equal to any local, state or federal sales, use, excise, personal property or other similar taxes or duties and such taxes shall be assumed and paid by the Customer; and (ii) an amount equal to any increase in the postage paid in connection with the performance of the services hereunder which is attributable to a change in the postage rates after the date hereof.

(g) Customer shall pay all collection costs and expenses, including reasonable attorneys fees, incurred by Company in collecting or attempting to collect any past due account.

6. Performance Warranty.

(a) The Company agrees to use its best efforts in the exercise of due care in the performance of its obligations hereunder, which care shall conform to proper data processing standards. Responsibility for due care and the performance of the services by the Company shall be limited to the correction of any errors which are due to mistakes by employees of the Company or to malfunction of the Company's software and/or equipment; provided that written

notice of such error(s) is delivered to the Company within 30 days after discovery thereof by Customer but in no event later than 90 days after delivery of a report or statement to the Customer.

(b) EXCEPT FOR THE WARRANTIES HEREIN SET FORTH, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

(a) The Company shall not be responsible for the correction of any error or omission resulting directly or indirectly from failure by the Customer to properly execute any of its responsibilities under Section 4 above. The Company shall in no event be liable for consequential damages suffered by the Customer as a result of the performance of the services under this Agreement.

(b) The Company shall not be liable to the Customer or any other person for noncompliance with any applicable law or regulation regarding Billing Information provided by the Customer for processing by the Company. ~~Customer shall forthwith indemnify~~ the Company with respect to any such claim.

(c) The Company shall not be liable or deemed to be in default for any failure in performance of this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, electrical failures, strikes, labor disputes, shortages of suitable parts, materials, transportation, or any similar or dissimilar causes beyond the reasonable control of the Company; provided that the Company shall use its best efforts to minimize and/or to eliminate any disruption in services.

8. Property Rights.

(a) Any data furnished by the Customer for use by the Company or generated as a result of services performed under this Agreement shall remain the sole property of the Customer. The Company agrees to exercise reasonable care in maintaining the confidential nature of such information.

(b) Any media, including magnetic tapes, furnished by Customer pursuant to this Agreement shall remain the sole property of the Customer.

(c) Any ideas, concepts, know how, or techniques relating to data processing or other handling of data developed or used by the Company during the course of this Agreement shall be exclusive property of the Company. Customer

agrees to treat such information as the Company's intangible proprietary information, intellectual property, and a trade secret and to use reasonable care in maintaining the confidentiality of such information.

9. Storage and Return of Customer Information.

(a) The Company shall store, at its expense, the Billing Information delivered by the Customer to the Company until returned and disposed of as herein provided. At the Customer's request, the Billing Information shall be returned to the Customer upon termination of this Agreement. In the absence of specific instructions concerning the disposition of the Billing Information, such records may be destroyed in the discretion of the Company on or after 7 years after delivery of such information to the Company or 90 days after the date of termination of this Agreement, whichever first occurs. The Company shall not destroy such information without providing Customer with 30 days prior written notice of its intention to destroy such information.

(b) Except as provided in subparagraph (a) above, the Company shall have no responsibility for the backup storage of Customer's Billing Information and the monthly reports provided hereunder.

(c) In the event of expiration or earlier termination of this Agreement,

(i) the Customer shall promptly return to the Company all of its proprietary information including, without limitation, user manuals and report formats; and

(ii) the Company shall, at the request of the Customer, reasonably assist the Customer in transferring the information provided by the Customer for processing and the files and processed data therefrom to the Customer or to another data processing company in a manner that is consistent with usual and customary practices in the computer services industry.

In the event that Customer desires to provide another data processing company access to the premises of the Customer at any time prior to the termination of the Company's services and the return of the Company's proprietary information, the Customer and such other data processing company, if any, shall be required as a condition to such access to execute an agreement, in form reasonably acceptable to the Company, that acknowledges that the software programs, report formats, and user manuals used by the Company in the performance of its services are proprietary to the Company and constitute trade secret and confidential information and that limits access to, or disclosure of, such programs and related materials to those employees

of the Customer whose job description require access thereto consistent with past practice. The Customer shall pay the Company, at its then current rates for time and materials, for staff time spent in 10. **Default.**

(a) In the event that the Customer shall fail to pay any amounts due to the Company hereunder, or if either party shall fail to perform any of its other material obligations to the other hereunder, and such payment is not made, or other default cured within 30 days after the giving of written notice thereof, then the party who shall have given notice of such default may terminate this Agreement immediately by giving the other party written notice of termination. It is understood and agreed that the failure of the Customer to deliver Billing Information the Company in a medium and format reasonably acceptable to the Company pursuant to Section 3(a) above shall be deemed to be a default of a material obligation hereunder.

(b) No termination pursuant to any of the provisions of this paragraph shall relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination.

(c) The provisions of this Section 10 shall not be in limitation of any other right or remedy available at law or in equity to the nondefaulting party.

11. **Mandatory Arbitration.**

(a) The Company and Customer agree that any controversy or claim arising out of or relating to this Agreement, which the parties hereto are unable to resolve, shall be resolved exclusively by arbitration. The parties expressly waive all rights to file suit over such matters, except as provided in subparagraph (b) below and those other instances in which such right is expressly preserved herein. The party desiring to invoke arbitration shall give written notice to the other party to this Agreement and to the American Arbitration Association. An arbitration pursuant to this Section shall permit no right of appeal or trial de novo in a court of law and shall take place in Birmingham, Alabama. The American Arbitration Association shall select one person who is knowledgeable in data processing systems to determine any controversy or claim submitted by either party hereunder. The decision of the arbitrator is final, and it shall not be set aside except for fraud, misconduct or gross mistake amounting to bad faith by him. The arbitrator is hereby authorized to make any award of relief, including damages. All procedures and facts of arbitration not specifically enumerated in this Agreement shall be settled in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award or decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any party who does not prevail on an issue

providing such assistance, for machine time, for the cost of the media on which the data is stored, for the copying costs, and for transportation costs.

submitted to the arbitrator for decision shall bear all costs and expenses of the arbitration and shall reimburse the prevailing party for costs and expenses (including attorneys' and experts' fees) incurred in connection therewith. The arbitrator shall undertake to decide any issue submitted to it pursuant to this Agreement within 90 days of its submission.

(b) The Company and the Customer agree that a violation by either party, their successor or assigns of certain of their respective covenants and obligations contained in this Agreement, including without limitation Sections 8, 9 and 12 can cause irreparable injury to the other party not adequately compensable by money damages, and that each of the parties hereto shall be entitled, without the necessity of posting bond or proving actual damages, in addition to any other rights and remedies they may have hereunder pursuant to the mandatory arbitration provisions, to seek (i) specific performance by the other party of its obligations under this Agreement and (ii) temporary or permanent injunctive relief enjoining and restraining the other party from doing or continuing to do any such act and any other violation or threatened violation thereof.

12. **Audit.**

The Company recognizes that the Billing Information and statement of accounts rendered by the Company to patients of the Customer may be subject to examination by Medicare, Medicaid, commercial insurers and other third party payers with whom Customer has a billing relationship. The Company shall provide Customer and any other person authorized by Customer access to Customer's data during normal business hours upon at least 10 days advance written notice to the Company; provided that such request for access will not unreasonable disrupt the Company's business operations. The Company shall charge and Customer hereby agrees to pay for the cost of any services or materials used by the Company in supplying such audit assistance, including making copies of such information, at the Company's then current rates for time and materials.

13. **Miscellaneous.**

(a) This Agreement shall be governed by and construed accordance with the laws of the State of Alabama.

(b) This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. There are no promises, covenants or undertakings other than those specifically set forth herein. This Agreement may not

be modified or amended except by writing signed by Customer and the Company.

(c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

(d) Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, to the address of the parties set forth above. Notice so sent will be deemed effective when personally delivered or two days after being so deposited in the mail; provided that a notice not given as above provided shall be deemed to be delivered upon actual receipt of the party to whom it is addressed.

(e) No term or provision hereof shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(f) This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(g) In the event any one or more of the provisions of this Agreement shall for any reason be

held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

(h) During the term of this Agreement, and any renewals or extensions hereof, and for a period of six (6) months thereafter, the Customer agrees not to employ or seek to employ any persons currently employed by Nichols TXEN to perform services as employees, independent contractors, or otherwise. Any such violation will result in a \$10,000 fee.

IN WITNESS WHEREOF, the undersigned, each acting under due and proper authority, have executed this Agreement as of the date indicated below.

Nichols TXEN Corporation

By: William L. Caden

Title: VP & GM

Date: 1/22/99

Alabama ER Administrative Services, P.C.

By: John R. Rouse

Title: President

Date: 1/22/99

Exhibit "A"

Information provided by hospital:

1. Patient's name
2. Patient's sex
3. Patient's date of birth
4. Patient's status (single, married, other)
5. Responsible party's name
6. Responsible party's address
7. Responsible party's telephone number
8. Responsible party's employer
9. Insured's name (if different from patient)
10. Insured's sex
11. Insured's date of birth
12. Insured's address
13. Relationship to insured
14. Insured's employer (if group policy)
15. Insured's employer's address
16. Name of insurance company
17. Address of insurance company
18. Policy certificate number
19. Group policy number
20. Copies of insurance card or cards (front and back)
21. Copy of emergency registration log

22. Date of service
23. Dictation
24. Copy of release of information and insurance assignment of benefits
25. HMO / PPO authorization numbers approvals (if applicable)
26. Copy of paid at time of service receipt (if applicable)
27. Radiology reports
28. Triage Notes

Information provided by physician:

1. Chief complaint documented by physician
2. Medical history (past medical, family and social history)
3. Treatment - Itemized for billing purposes
4. Diagnosis
5. Discharge status
6. In-house code blue sheets with demographic information (if applicable)
7. Physicians' notes regarding discussion with patient, family or others.

PROFESSIONAL SERVICES AGREEMENT

Baptist Prattville

THIS AGREEMENT is made and entered into by and between Nichols TXEN Corporation, a corporation with its principal offices located at 31 Inverness Center, Suite 500, Birmingham, Alabama 35242 (hereinafter the "Company") and Alabama ER Administrative Services, P.C., located at 124 South Memorial Drive, Prattville, Alabama 36067 (hereinafter the "Customer");

RECITALS

The Company is engaged in providing billing and collection services for physician practice groups. The Customer desires to retain the services provided by the Company. Customer and the Company have entered into this Agreement to evidence the terms and conditions upon which such services will be provided.

AGREEMENT

NCW, THEREFORE, in consideration of the aforesaid premises and the mutual covenants and conditions herein contained, the parties do hereby agree as follows:

1. Engagement.

Customer hereby designates and appoints the Company as its agent and attorney-in-fact for billing and collecting the accounts of patients of the Customer on the terms and conditions of this Agreement. The Company hereby accepts such appointment and designation and agrees to provide billing and collection services for the Customer on the terms and conditions hereinafter provided.

(b) The bill shall be sent to the patient, third party responsible for payment or the patient's insurance carrier, along with appropriate insurance forms. In addition, Company shall, as necessary, rebill on behalf of Customer, all such patients, third party or insurance companies. If the bill remains unpaid the Company shall initiate additional collection procedures with an outside collection agency or as directed by the Customer.

2. Term.

1999 ~~2000~~ The term of this Agreement shall commence on November 1, 1998 and continue until October 31, 2000. Thereafter, this Agreement shall be automatically renewed for successive terms of one year each unless terminated by either party upon written notice to the other party not less than 120 days prior to the last day of the term of this Agreement or any renewal term hereof, as the case may be.

(c) The Company will respond to reasonable telephone and written inquiries from persons to whom statements are mailed by the Company, maintain information currently on accounts of patients of Customer billed by the Company, indicating those paid and unpaid, process insurance rejections, and process and mail additional information reasonably required by individual patients, Medicare, Medicaid, commercial insurance companies or any other person obligated to make payment for services rendered by the Customer for the account of its patient.

3. Duties of the Company.

The Company shall provide billing and collection services for the accounts of patients of the Customer during the term of this Agreement as herein provided. The obligations of the Company shall include the following:

(a) The Company shall promptly prepare an appropriate bill based on fee schedules as shall be provided to Company by Customer. The bill shall include all services performed by Customer and for its preparation the Customer shall forward to the Company the patient record. The patient record shall contain all information listed in "Exhibit A".

(d) The Company will use reasonable efforts and due care in the collection of the accounts of patients of Customer billed by the Company hereunder. In the event that a patient's account is not collected within ninety (90) days after the preparation and delivery of a statement for such account, the Company shall, at the request of Customer, assign the collection of the account to a collection agency designated by the Customer, and the Company shall have no further obligation with respect to the collection of said assigned account. For purposes hereof, delivery of a statement for a patient's account shall be deemed to have occurred when the statement delivered to the patient first demands payment from the patient after the expiration of the suspense period selected by the Company to allow for third party payment.

(e) The Company will prepare and deliver to the Customer a written monthly report reflecting all patient accounts billed on behalf of Customer during the preceding month; all payments made by or on behalf of the Customer's patients during said month with respect to accounts billed by the Company; the patient accounts that have been billed on behalf of the Customer, an aging of said accounts at the end of said preceding month; adjustments in billings, insurance rejections; and other pertinent information with respect to the billings and collections of the Customer's accounts for the preceding month. The Company shall also provide the Customer with such other information reasonably requested by the Customer with respect to services rendered by the Company under this Agreement.

(f) The Company shall, at its expense, hire, train and supervise all the employees required for the services provided herein and provide the necessary office facilities for such personnel. The Company shall pay all the expenses incurred in connection with the services rendered herein, both direct and indirect, including but not limited to postage, forms, printing, office personnel salaries, executive salaries, rent of office facilities for billing, equipment cost and utility cost, provided, however, that the charge for each account billed by the Company shall be increased to reflect increases in the basic postage rate over 32 cents per ounce for mailing of U.S. first class mail.

4. Duties of the Customer.

The Customer shall during the term of this Agreement deliver all of the accounts of its patients for billing and collection by the Company as herein provided. The obligations of the Customer shall include the following:

(a) Customer shall, at its expense, arrange for a "lock box" or other suitable arrangement for the collection of funds paid on the accounts of the patients of the Customer and shall authorize the person responsible for the collection of such funds to furnish the Company information regarding such collections. The Customer shall report to the Company any funds that are paid directly to the Customer on any account that has been delivered by the Customer to the Company for billing and collection hereunder. The Company shall deposit all funds delivered to the Company for the accounts of patients of Customer into the "lock box" or other arrangement established hereunder.

(b) Customer shall advise the Company of the commercial insurance carriers and other third party payers with whom the Customer has direct billing arrangements for the payment of accounts of its patients. Customer will, at its expense, provide the Company such information and authorization as shall be necessary to enable the company to bill

such insurance carriers or other payers directly for the accounts of Customer's patients.

5. Charges for Services.

(a) The Customer shall pay to the Company a one-time charge of N/A for the conversion of the Customer's billing operations to the Company's system and/or \$2,500.00 set up fee. These one-time charges shall be due and payable upon the execution of this Agreement.

(b) Subject to the minimum charge set forth in subparagraph (c) below, the Customer shall pay to the Company \$7.50 Per Billable Chart (Does Include Coding). The Company will render invoices for its services monthly. The invoices shall be due and payable in full on receipt by the Customer.

(c) The Company may, at any time after the expiration of one year from the commencement of the initial Term, increase the prices charged by delivery of a written notice at least (90) days prior to effecting any such increase; provided that such increase will not exceed (on a cumulative basis) ten percent (10%) annually.

(d) The Customer shall pay the Company a minimum charge of N/A per month during the term of this Agreement or any extension thereof. Said minimum payment shall be applied against the amount due pursuant to subparagraph (b) above.

(e) In the event the Customer fails to pay in accordance with the terms of this Agreement, the Company may, after 30 days prior notice to the Customer, impose service charges at the rate of 1-1/2% per month on the amounts past due.

(f) There shall be added to any charge or fees payable by Customer this Agreement (i) an amount equal to any local, state or federal sales, use, excise, personal property or other similar taxes or duties and such taxes shall be assumed and paid by the Customer; and (ii) an amount equal to any increase in the postage paid in connection with the performance of the services hereunder which is attributable to a change in the postage rates after the date hereof.

(g) Customer shall pay all collection costs and expenses, including reasonable attorneys fees, incurred by Company in collecting or attempting to collect any past due account.

6. Performance Warranty.

(a) The Company agrees to use its best efforts in the exercise of due care in the performance of its obligations hereunder, which care shall conform to proper data processing standards. Responsibility for due care and the performance of the services by the Company shall be limited to the correction of any errors which are due to mistakes by employees of the

Company or to malfunction of the Company's software and/or equipment; provided that written notice of such error(s) is delivered to the Company within 30 days after discovery thereof by Customer but in no event later than 90 days after delivery of a report or statement to the Customer.

(b) EXCEPT FOR THE WARRANTIES HEREIN SET FORTH, THE COMPANY DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Limitation of Liability.

(a) The Company shall not be responsible for the correction of any error or omission resulting directly or indirectly from failure by the Customer to properly execute any of its responsibilities under Section 4 above. The Company shall in no event be liable for consequential damages suffered by the Customer as a result of the performance of the services under this Agreement.

(b) The Company shall not be liable to the Customer or any other person for noncompliance with any applicable law or regulation regarding Billing Information provided by the Customer for processing by the Company. Customer shall forthwith indemnify the Company with respect to any such claim.

(c) The Company shall not be liable or deemed to be in default for any failure in performance of this Agreement resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, the elements, electrical failures, strikes, labor disputes, shortages of suitable parts, materials, transportation, or any similar or dissimilar causes beyond the reasonable control of the Company; provided that the Company shall use its best efforts to minimize and/or to eliminate any disruption in services.

8. Property Rights.

(a) Any data furnished by the Customer for use by the Company or generated as a result of services performed under this Agreement shall remain the sole property of the Customer. The Company agrees to exercise reasonable care in maintaining the confidential nature of such information.

(b) Any media, including magnetic tapes, furnished by Customer pursuant to this Agreement shall remain the sole property of the Customer.

(c) Any ideas, concepts, know how, or techniques relating to data processing or other handling of data developed or used by the Company

during the course of this Agreement shall be exclusive property of the Company. Customer agrees to treat such information as the Company's intangible proprietary information, intellectual property, and a trade secret and to use reasonable care in maintaining the confidentiality of such information.

9. Storage and Return of Customer Information.

(a) The Company shall store, at its expense, the Billing Information delivered by the Customer to the Company until returned and disposed of as herein provided. At the Customer's request, the Billing Information shall be returned to the Customer upon termination of this Agreement. In the absence of specific instructions concerning the disposition of the Billing Information, such records may be destroyed in the discretion of the Company on or after 7 years after delivery of such information to the Company or 90 days after the date of termination of this Agreement, whichever first occurs. The Company shall not destroy such information without providing Customer with 30 days prior written notice of its intention to destroy such information.

(b) Except as provided in subparagraph (a) above, the Company shall have no responsibility for the backup storage of Customer's Billing Information and the monthly reports provided hereunder.

(c) In the event of expiration or earlier termination of this Agreement,

(i) the Customer shall promptly return to the Company all of its proprietary information including, without limitation, user manuals and report formats; and

(ii) the Company shall, at the request of the Customer, reasonably assist the Customer in transferring the information provided by the Customer for processing and the files and processed data therefrom to the Customer or to another data processing company in a manner that is consistent with usual and customary practices in the computer services industry.

In the event that Customer desires to provide another data processing company access to the premises of the Customer at any time prior to the termination of the Company's services and the return of the Company's proprietary information, the Customer and such other data processing company, if any, shall be required as a condition to such access to execute an agreement, in form reasonably acceptable to the Company, that acknowledges that the software programs, report formats, and user manuals used by the Company in the performance of its services are proprietary to the Company and constitute trade secret and confidential information

and that limits access to, or disclosure of, such programs and related materials to those employees of the Customer whose job description require access thereto consistent with past practice. The Customer shall pay the Company, at its then current

10. Default.

(a) In the event that the Customer shall fail to pay any amounts due to the Company hereunder, or if either party shall fail to perform any of its other material obligations to the other hereunder, and such payment is not made, or other default cured within 30 days after the giving of written notice thereof, then the party who shall have given notice of such default may terminate this Agreement immediately by giving the other party written notice of termination. It is understood and agreed that the failure of the Customer to deliver Billing Information the Company in a medium and format reasonably acceptable to the Company pursuant to Section 3(a) above shall be deemed to be a default of a material obligation hereunder.

(b) No termination pursuant to any of the provisions of this paragraph shall relieve either party of its respective obligations to the other hereunder that arose prior to the effective date of termination.

(c) The provisions of this Section 10 shall not be in limitation of any other right or remedy available at law or in equity to the nondefaulting party.

11. Mandatory Arbitration.

(a) The Company and Customer agree that any controversy or claim arising out of or relating to this Agreement, which the parties hereto are unable to resolve, shall be resolved exclusively by arbitration. The parties expressly waive all rights to file suit over such matters, except as provided in subparagraph (b) below and those other instances in which such right is expressly preserved herein. The party desiring to invoke arbitration shall give written notice to the other party to this Agreement and to the American Arbitration Association. An arbitration pursuant to this Section shall permit no right of appeal or trial de novo in a court of law and shall take place in Birmingham, Alabama. The American Arbitration Association shall select one person who is knowledgeable in data processing systems to determine any controversy or claim submitted by either party hereunder. The decision of the arbitrator is final, and it shall not be set aside except for fraud, misconduct or gross mistake amounting to bad faith by him. The arbitrator is hereby authorized to make any award of relief, including damages. All procedures and facts of arbitration not specifically enumerated in this Agreement shall be settled in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award or decision rendered by the arbitrator may be entered in any court having jurisdiction

rates for time and materials, for staff time spent in providing such assistance, for machine time, for the cost of the media on which the data is stored, for the copying costs, and for transportation costs.

thereof. Any party who does not prevail on an issue submitted to the arbitrator for decision shall bear all costs and expenses of the arbitration and shall reimburse the prevailing party for costs and expenses (including attorneys' and experts' fees) incurred in connection therewith. The arbitrator shall undertake to decide any issue submitted to it pursuant to this Agreement within 90 days of its submission.

(b) The Company and the Customer agree that a violation by either party, their successor or assigns of certain of their respective covenants and obligations contained in this Agreement, including without limitation Sections 8, 9 and 12 can cause irreparable injury to the other party not adequately compensable by money damages, and that each of the parties hereto shall be entitled, without the necessity of posting bond or proving actual damages, in addition to any other rights and remedies they may have hereunder pursuant to the mandatory arbitration provisions, to seek (i) specific performance by the other party of its obligations under this Agreement and (ii) temporary or permanent injunctive relief enjoining and restraining the other party from doing or continuing to do any such act and any other violation or threatened violation thereof.

12. Audit.

The Company recognizes that the Billing Information and statement of accounts rendered by the Company to patients of the Customer may be subject to examination by Medicare, Medicaid, commercial insurers and other third party payers with whom Customer has a billing relationship. The Company shall provide Customer and any other person authorized by Customer access to Customer's data during normal business hours upon at least 10 days advance written notice to the Company; provided that such request for access will not unreasonable disrupt the Company's business operations. The Company shall charge and Customer hereby agrees to pay for the cost of any services or materials used by the Company in supplying such audit assistance, including making copies of such information, at the Company's then current rates for time and materials.

13. Miscellaneous.

(a) This Agreement shall be governed by and construed accordance with the laws of the State of Alabama.

(b) This Agreement contains the entire understanding of the parties with respect to the matters set forth herein. There are no promises,

covenants or undertakings other than those specifically set forth herein. This Agreement may not be modified or amended except by writing signed by Customer and the Company.

(c) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

(d) Any notice required or permitted to be sent under this Agreement shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid, to the address of the parties set forth above. Notice so sent will be deemed effective when personally delivered or two days after being so deposited in the mail; provided that a notice not given as above provided shall be deemed to be delivered upon actual receipt of the party to whom it is addressed.

(e) No term or provision hereof shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

(f) This Agreement may be executed in counterparts each of which when so executed shall be deemed to be an original, but all of which shall constitute one and the same instrument.

(g) In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired.

(h) During the term of this Agreement, and any renewals or extensions hereof, and for a period of six (6) months thereafter, the Customer agrees not to employ or seek to employ any persons currently employed by Nichols TXEN to perform services as employees, independent contractors, or otherwise. Any such violation will result in a \$10,000 fee.

IN WITNESS WHEREOF, the undersigned, each acting under due and proper authority, have executed this Agreement as of the date indicated below.

Nichols TXEN Corporation

By: Wallace L. C. Lee
Title: VP & GM
Date: 11/1/1998

Alabama ER Administrative Services, P.C.

By: John MacArthur
Title: Pres. & CEO
Date: 11/1/98

Exhibit "A"

Information provided by hospital:

1. Patient's name
2. Patient's sex
3. Patient's date of birth
4. Patient's status (single, married, other)
5. Responsible party's name
6. Responsible party's address
7. Responsible party's telephone number
8. Responsible party's employer
9. Insured's name (if different from patient)
10. Insured's sex
11. Insured's date of birth
12. Insured's address
13. Relationship to insured
14. Insured's employer (if group policy)
15. Insured's employer's address
16. Name of insurance company
17. Address of insurance company
18. Policy certificate number
19. Group policy number
20. Copies of insurance card or cards (front and back)
21. Copy of emergency registration log

22. Date of service
23. Dictation
24. Copy of release of information and insurance assignment of benefits
25. HMO / PPO authorization numbers approvals (if applicable)
26. Copy of paid at time of service receipt (if applicable)
27. Radiology reports
28. Triage Notes

Information provided by physician:

1. Chief complaint documented by physician
2. Medical history (past medical, family and social history)
3. Treatment - Itemized for billing purposes
4. Diagnosis
5. Discharge status
6. In-house code blue sheets with demographic information (if applicable)
7. Physicians' notes regarding discussion with patient, family or others.

Lockboxes

AERAS 1243

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WHOLESALE LOCKBOX REMITTANCE PROCESSING SERVICE AGREEMENT

Hospitalist, PC This Agreement is entered into this 5 day of November, year of 1998,
 between AmSouth Bank, an Alabama banking corporation and a member of the Federal Reserve System,
 with its principal place of business at 1900 5th Avenue North, Birmingham, Alabama 35203 ("Bank") and
Alabama Emergency Room Administrative Services, PC with its principal place of business at
4160 Carmichael Rd, Suite 04 Mtg, AL 36106 ("Client").

WHEREAS, Bank, through its computer operations and facilities offers a remittance processing service which is designed to receive and process payments which are sent by credit customers of the Client, to certain lockboxes, or locations, located in Birmingham, Alabama, or as otherwise designated; and

WHEREAS, Client desires to utilize such services under the terms and conditions hereinbelow set forth; and

WHEREAS, Client desires to use Bank as a depository agent for payments received through Bank's remittance processing service, and

WHEREAS, Bank is willing to be Client's depository agent for such payments pursuant to the terms and conditions of this Agreement:

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the parties hereto agree as follows:

SECTION I SERVICES PROVIDED BY BANK

A. Bank will provide Client with captured remittance data, documents, address changes and customer correspondence, deposit information and control reports, and shall deposit all processed remittances to Client's designated accounts at Bank's offices in Birmingham, Alabama, all as more particularly described in the "Remittance Processing Definition" (the Definition) which is attached hereto as Exhibit "A" and incorporated herein by reference. Any revisions or updates to the Definition which may be made by Bank or Client from time to time shall be incorporated into the Definition and shall become effective after both parties have agreed on said changes and both parties have signed the revised Definition.

B. In performing the services defined within this Agreement, and in the selection and use of facilities, equipment, machines and personnel required for such performance, and in the custody and safekeeping of materials furnished by Client, Bank shall exercise ordinary care and diligence, subject to the limitations set forth in this paragraph. The parties recognize that there are no existing industry standards which are commonly accepted as a standard of ordinary care and diligence for the performance of services encompassed by this Agreement. Accordingly, Client agrees that Bank shall be deemed to be exercising ordinary care and diligence in the performance of the duties required of Bank under this Agreement if Bank substantially follows the procedures and practices set forth in the Definition.

C. Bank agrees to act as depository agent for Client pursuant to the provisions of this Agreement for the term hereof, as it may be extended. In addition, Client shall be bound by all rules and regulations of Bank relating to Checking Accounts (and other depository accounts) as such rules may be amended by Bank from time to time. Bank agrees to accept for deposit all remittance payments which may be provided during the term of this Agreement at a rate per item received that shall be equal to current applicable service charge schedule rates. Refer to Section III for specific pricing terms. Charges for Remittance Processing (as set forth in the Definition) are contained in Exhibit B, the Remittance Processing Fee Schedule ("Fee Schedule") attached hereto and incorporated herein by reference.

SECTION II OBLIGATIONS OF CLIENT

A. Client agrees to provide Bank with unrestricted and exclusive access to Client's designated lockbox locations, in order that Bank might receive all remittance documents printed according to the

specifications outlined in the Definition. Documents and envelopes containing the remittance documents must be of a size and paper quality so as to be properly processed through Bank's equipment without damage. Such standards will be mutually agreed upon by Bank and Client.

B. Insofar as the performance of services under this Agreement by Bank requires data, documents, information or materials of any nature to be furnished by Client, or for personnel, Client hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank, all within such time and in such form or manner as may reasonably be necessary in order to enable Bank to perform the required services promptly and in a workmanlike manner.

C. In the event the equipment used by Bank to render services hereunder rejects any remittance document because such document is defective, the parties agree that the charges for document rejects under the Fee Schedule then in effect will apply.

SECTION III PRICES FOR SERVICES

A. Bank's fees and charges for the services provided herein are set forth in the Fee Schedule. The method of billing for services provided herein is set forth in Exhibit "A". Bank may render a statement for all services and reimbursements defined by this Agreement from time to time following the commencement of said services, and Client shall pay the same to Bank within thirty (30) days. If the payment is not received within thirty (30) days, Bank will assess a one and one half percent (1.5%) late fee to the balance due per month until such time that the balance due is paid in full.

B. It is understood and agreed between the parties hereto that the fees and charges provided for in this Agreement and set out in the Fee Schedule, are exclusive of any applicable taxes or assessments, however designated, which may be levied upon or assessed by any governmental or taxing authority having jurisdiction in the matter, and exclusive of the cost of any printed forms, envelopes, postage or materials which, by the terms hereof, are to be furnished by Client at its own expense. In the event any such tax, assessment, form, postage, envelope or other material is advanced or supplied by the Bank at Client's request, Client shall reimburse Bank for the expense thus incurred within thirty (30) days from the date such charges are invoiced to Client.

C. Bank shall have the right to increase or decrease charges imposed for services rendered hereunder by sixty (60) days prior written notice. The Client shall have the option to reject such price increase and terminate this contract within six (6) months after notification of any increase by the Bank. In the event the Client chooses to terminate this Agreement due to a price increase, the price(s) currently in effect at the time of the notification shall apply until this Agreement is actually terminated. Additionally, the Bank reserves the exclusive and uncontested right to at any time setoff and apply any and all deposits, credits, allowances, funds, securities, assets, and properties for all accounts of the Client now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

D. If overtime or special handling is requested by Client, or is required to meet the terms and conditions of this Agreement because of delays, not the fault of Bank, in receipt of data, documents, input material or other materials to be furnished by Client under this Agreement (such as postal service or other transport delivery delays), Client agrees to pay Bank, at its established rates in effect at that time, for the out-of-pocket expense related thereto. If, because of such circumstances, it becomes necessary for Bank to return the finished product to Client by special carrier, special courier, or special messenger, Client shall likewise pay or reimburse Bank for the expense thereby incurred. Any and all such reimbursements, charges and expenses shall be included in and payable as part of the statement provided for herein.

SECTION IV TERM OF AGREEMENT

A. This Agreement shall be effective as of the date hereof and shall continue in full force and effect for a period of one (1) year.

B. This Agreement shall be automatically renewed for consecutive one (1) year terms, unless terminated by Bank or Client as follows:

(1) This Agreement may be terminated at any time by the mutual agreement of the parties hereto;

(2) Either party may terminate this Agreement at any time by giving at least ninety (90) days prior written notice to the other.

(3) If the Bank or Client (i) ceases to conduct business in the ordinary sense, (ii) fails to observe, keep or perform any term or condition of this Agreement required to be observed, kept or performed by that party; (iii) files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains undismissed for a period of thirty (30) days or more; or (iv) becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; or (v) has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (vi) be a party to an acquisition or substantially impairs its ability to perform its obligations under this Agreement; or (vii) defaults under any other agreement between the parties, the other party shall have the right to terminate this Agreement; provided, however, that the party seeking to terminate the Agreement gives the other party a written notice of any and all such failure(s) claimed to be a breach of the terms or conditions of this Agreement, and the party receiving said notices fails to remedy the breach within ten (10) days after its receipt of said notice(s). Upon the termination of the ten (10) day period provided for above, the non-defaulting party may immediately terminate this Agreement by giving the defaulting party written notice. Upon termination, this Agreement shall have no further force and effect, except as reserved below, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it within thirty (30) days after the later to occur of (a) termination of the Agreement, or (b) the last date that Bank receives any such property or rights.

C. Termination of this Agreement shall not terminate Client's obligation to pay Bank for all services performed under the Agreement prior to discontinuance of performance by Bank due to termination. Upon termination, Bank shall complete in a timely fashion, in accordance with the Agreement, all servicing, deliveries, and other obligations, required to be performed by it under the terms of this Agreement and return any lockbox keys belonging to Client.

SECTION V CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHT IN DATA

A. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Client and Client's customers in connection with this Agreement is confidential. Bank shall not, without the express prior written consent of Client, disclose, or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information.

B. Client agrees to hold confidential and to use only in connection with the services provided under this Agreement all information furnished to Client by Bank, including, but not limited to Bank's product and service pricing structure, system design, programming techniques or other unique techniques.

C. Bank's and Client's obligations and agreements under this paragraph shall not apply to any information supplied that:

- (1) was known to either party prior to the disclosures by the other, or
- (2) is or becomes generally available to the public other than by breach of this Agreement, or
- (3) otherwise becomes lawfully available on a non-confidential basis from a third-party who is not under an obligation of confidence to either party.

D. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said services are or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or State regulatory agency reports, information, assurances, or other data as may be required by them under applicable laws and regulations.

E. Client agrees that any specifications or programs developed by Bank in connection with this Agreement or supplied or made available to Client by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

F. All agreements in Section V relating to confidential or proprietary information shall survive the termination of this Agreement.

SECTION VI RISK OF LOSS AND INDEMNIFICATION

A. Bank agrees to be responsible for damage, destruction, theft or loss of all remittance payments of Client's customers while such payments are in the Bank's possession. The Bank shall be deemed to have possession of such remittance payments only at that point in time when the Bank has established sufficient data (to include the microfilming of all checks or other items received as payments and the placement of the Bank's endorsement on such checks and items) to enable the Bank to transfer to Client those funds represented by the remittances received by the Bank. Bank shall, however, be responsible for theft or loss of remittance payments prior to the time of possession as defined above if such theft or loss is proven to be the direct result of Bank employee fraud.

Bank will make all reasonable efforts to properly process and control remittance payments received in cash or in the form of gift certificates. Bank shall not, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form unless such loss is proven to be the direct result of employee fraud or employee theft. The Bank shall not be responsible for the loss, theft or disappearances of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Purolator Courier, Federal Express or any other independent courier.

B. Client agrees the liability of Bank shall in every event be limited to the amount of actual direct damages, if any sustained by Client and Client further agrees the liability of Bank shall not extend to any indirect, special or consequential damages, if any, sustained by Client as a result of the services provided under this Agreement or the risks assumed by Bank as stated in Paragraph A above.

C. Client shall indemnify and hold Bank harmless from and against any loss, liability, cost, damage, expense (including but not limited to reasonable legal and accounting fees and expenses) or claims asserted against Bank by third parties and:

- (1) arising out of information provided to Bank by Client, or;
- (2) arising out of information provided to Bank by officers, employees or agents of Client, or;
- (3) arising out of the use of such information when furnished by Bank to Client, or;
- (4) arising out of the use of such information when furnished by Bank to other third persons at Client's request, or;
- (5) arising out of the use of such information furnished by Bank to officers, employees or agents of Client.

D. Bank shall not be liable in any form for the insolvency, neglect, misconduct, mistake or default of any collection or correspondence bank or for the loss or destruction of payment(s) in transit or under the possession of others.

E. In no event shall Bank be liable with respect to the following:

(1) Suspension of performance of all of Bank's obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or courier(s), lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electric power disruption or shortage, telecommunication failure or other conditions or circumstances not wholly controlled by the Bank and which would prohibit substantial performance under this Agreement.

(2) Reliance upon and use without verification, of any and all information, data and instructions at any time submitted by Client, the accuracy or inaccuracy thereof, for the wording or text authored or submitted by Client to Bank for any mailers, or periodic statements to be furnished by Client to Bank, or for the noncompliance of such information, data, instructions, wording or text with applicable laws and regulations.

(3) Conditional, stale-dated (older than six months), and future-dated remittances processed through the lockbox. These remittances include instruments coded as "Paid in Full." The high speed nature of lockbox processing will not allow for segregating these types of payments. Bank will be in no way responsible for payments of this nature which are deposited into Client's account. Client will be responsible for notifying their payors to send directly to client any payments which should not be processed through the lockbox given the limitations stated above.

(4) The deposit of checks or other items made payable to multiple parties. If Bank deposits a check or item made payable to multiple parties, Client agrees to indemnify and hold Bank harmless from and against any loss, liability, cost, damage, expense (including, but not limited to, reasonable legal and accounting fees and expenses) arising from such deposit or claims asserted against the Bank by any joint payee of the check or any other third party as a result of the handling or deposit of the check.

SECTIONS VII NOTICES

Any written notice required or permitted to be given by Client to Bank hereunder shall be addressed to:

AMSOUTH BANK
P. O. Box 11007
Birmingham, AL 35288

Any written notice required or permitted to be given by Bank to Client under this Agreement shall be delivered to the address for Client listed in Exhibit A. All written notices shall be delivered in person to the above mentioned entities or shall be sent by certified mail with a return receipt requested, postage prepaid and addressed as provided above. The foregoing requirement shall not apply to routine correspondence, or correspondence transmitted on a regular basis such as bills, reports, etc. The parties to this Agreement, by notice in writing, may designate another address or office to which notices shall be given pursuant to this Agreement.

SECTION VIII ADDITIONAL PROVISIONS

A. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency relationship between Client and Bank, except for Bank's status as Client's depository agent.

B. This Agreement shall not be assignable in whole or in part by either party without the other party's prior written consent, which consent shall not be unreasonably withheld. However, Bank may assign this Agreement to any successors or subsidiaries of Bank or of the parent company of Bank, AmSouth Bancorporation, without obtaining such consent from Client.

C. Each party to this Agreement hereby represents and warrants to the other that it has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by proper corporate action.

D. Any delay, waiver, or omission by Client or Bank to exercise any right or power arising from any breach of default of the other party in any terms, provisions, or covenants of this Agreement shall not be construed to be a waiver by Client or Bank of any subsequent breach or default of the same or other party.

E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns subject to prohibitions against assignment listed above.

F. This Agreement (including exhibits attached hereto) constitutes the entire agreement between parties hereto relating to the subject matter hereof, and all prior negotiations, agreements and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement shall be effective unless and until set forth in writing and signed by the parties hereto other than any pricing modifications as provided for in Section III or any modifications to Account Rules as provided for in Section I.

G. Bank agrees to allow Client, its agents or employees reasonable access to Bank's facilities in order to audit and review Client's documents and records in the custody of Bank. Client agrees to notify Bank in writing of the names of such employees or agents who are authorized to have access to such records at least 2 days prior to the requested date of such inspections.

H. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers, as of the day and year first above written.

AmSouth Bank

Signature:

Mindy Taylor

Print Name:

Mindy Taylor

Its:

Asst Vice President

Client:

AERAS, PC

Signature:

Lisa Dobbins

Print Name:

~~Lisa Dobbins~~ [Signature]

Its:

Bookkeeper

EXHIBIT "A"
WHOLESALE REMITTANCE PROCESSING DEFINITION

The Bank's function in remittance processing is to act as agent for the Client by collecting and processing remittance payments. The Bank, as acting depository agent of the Client, will collect from the post office, or other points, all mail which contains remittance payments, and process remittance payments under the operating parameters set forth in this exhibit.

PROCESSING INFORMATION

Lockbox Depository Account Number: Hospitalist, PC Bmc-downtown
02227479

Any correspondence between the Client and the Bank concerning normal operations of the remittance processing service shall be addressed as follows:

Name: Nichols TREN Contact Name: Suzie Cooper
 Address: 1801 1st Ave. South 205
Midtown Center #400
Birmingham, AL 35233 Telephone: 256-320-2562

Deliver to Alternate Address: ☐ Return Package (Photocopies of checks, envelopes, all other documents received with payment.)
☐ Dishonored Items (Deposited items returned for insufficient funds will be redeposited. Items returned a second time for insufficient funds will be returned to the Client and charged against the depository account.)

Alternate Address: _____

Contact Name & Phone: _____

Package Delivery Service: ☐ U.S. Mail First Class ☐ U.S. Express Mail ☐ Airborne Express
☐ UPS ☐ FedEx ☒ Ops center Customer Pickup ☐ Other _____

For FedEx, UPS or Airborne Express, please specify client billing number _____

NOTE: All delivery issues should be resolved with your chosen package delivery service.

Client's Remittance Address
 (Provided by Bank)

Drawer 102
 P. O. Box 11407
 Birmingham, AL 35246-0102

I. STANDARD SERVICE

Includes opening envelopes as received from Post Office, depositing checks, and returning all specified information to Client.

- ♦ The Bank will provide one check photocopy and return to the customer. If more than one copy is needed, please specify. ☐ Single copy matched back to document ☐ Copies bundled
☐ Additional copies - _____

- ♦ The Bank will endorse deposited items with standard Bank endorsement.
- ♦ Envelopes in which remittance payments are received along with contents will be returned to the customer with the check photocopy attached.
- ♦ The Bank will provide a credit advice indicating item count and deposit total for each processing date.

II. ACCOUNT INFORMATION

Acceptable Payees:

Definition - The Bank will process remittances, with up to seven (7) different payees, as acting agent of the Client. Acceptable Payees should be listed below. Any payment not made out to the following acceptable Payees will not be processed and the document and payment shall be returned to the Client at the address stated above.

See attached list

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

III. Optional Services

___ Detail Deposit Report - check from the following the fields to be included

___ Item Amount ___ Check Number ___ Invoice Number ___ Routing Number ___ Payor DDA

___ Payor Name ___ Payor Address ___ Customer Account Number ___ Other

___ Multiple Photocopies - specify number of additional copies per remittance - ___

___ Transmission (detail only) ___ ACCESS Plus ___ Fax

IV. Billing Information:

Billing Account Number: _____ *Hospitalist, PC*

Billing Method: ___ Analysis * Invoicing Address *4160 Carmichael Rd*

___ Direct Debit

200

X Invoice *

Montgomery, AL 36106

TM Specialist: *Mindy Taylor* RM *Jon Howe* Cost Center *007320*

Estimated Number of Items per Month *2500 +*

077320

Exhibit "B"
WHOLESALE LOCKBOX SERVICE CHARGES
Effective January 1, 1998

Monthly Maintenance for Standard Service (1)	\$100.00/month
Item Fees	
Standard Service (2)	\$0.40/item
Additional Photocopy	\$0.15/item
Unprocessable payments (3)	\$0.15/item
Return Package Delivery (3)	
Postage First Class	\$65.00/month
Same Day Local Courier	\$185.00/month
Overnight Delivery	Cost Plus 10%
Bank Courier	\$175.00/month
Customer Pick-up	\$15.00/month
Capture of Detail Payment Information (4)	\$0.05/field
Delivery of Detail Payment Information	
Detail Payment Info via Hardcopy	\$20.00/lockbox/mo.
Detail Payment Info via ACCESS Plus (5)	\$20.00/lockbox/mo.
Transmission (6)	\$50.00/month
Per Record	\$0.02/record
Fax	\$30.00/lockbox/mo.
Reporting of Deposit Information	
Same Day Deposit Amount via AmSouth ACCESS TouchTone	\$25.00/acct/mo.
Same Day Deposit Amount with Float (7) via AmSouth ACCESS Plus	\$20.00/acct/mo.
Fax - Deposit Slip	\$30.00/lockbox/month
Miscellaneous Services	
Duplicate Deposit Ticket Mailed to a Secondary Address	\$25.00/month
Customized Programming	\$125.00/hour

(1) Monthly Maintenance for standard service represents 6 deposits made throughout the processing day.

(2) Standard service includes mail pick-ups, automated envelope opening and extraction, deposit & check processing, one image photocopy, tape listing of all deposited items, and one copy of the deposit ticket.

(3) Fees for unprocessable payments and postage will continue to be charged for items delivered to Bank after contract has been cancelled by Bank or Client.

(4) A "field" is defined as a piece of information related to the payment record, such as date, invoice number, check amount, payor name, etc.

(5) Delivery of Detail Payment info through AmSouth ACCESS Plus requires set up for Level II reporting on that product. Refer to AmSouth ACCESS Plus application for current pricing.

(6) Transmission requirements should be discussed with Treasury Management Systems Support.

(7) Delivery of Same Day Deposit info through AmSouth ACCESS Plus requires set up for Level II reporting on that product. Refer to AmSouth ACCESS Plus application for current pricing.

Acceptable Payees

Baptist – Prattville, AL

Steven L. Allen, M.D.	Thomas L. Arnold, JR., MD
Jesse W. Austin, Jr., MD	Thomas J. DeCaro, MD
Wallace G. Falero, MD	Norman A. Garrison, MD
Joseph Kaplan, MD (Part-timer)	Henry Kurusz, III, MD
A. Jack Mahurin, DO	
John D. Moorehouse, MD	Julio E. Rios, MD
William Sargeant, DO	Ronald A. Shaw, MD
Joel Sullivan, MD	Paul K. Tanaka, MD
Joseph Zemis, MD	Endy Chung, MD
Alan Kitchens, MD	Rogert Page, MD
Scott Naley, MD	

BMC – Downtown

Steven L. Allen, M.D.	Thomas L. Arnold, JR., MD
Jesse W. Austin, Jr., MD	Thomas J. DeCaro, MD
Wallace G. Falero, MD	Norman A. Garrison, MD
Joseph Kaplan, MD (Part-timer)	Henry Kurusz, III, MD
A. Jack Mahurin, DO	John D. Moorehouse, MD
Julio E. Rios, MD	Edward P. Daugherty, MD
William Sargeant, DO	Ronald A. Shaw, MD
Joel Sullivan, MD	Paul K. Tanaka, MD
Joseph Zemis, MD	Gilberto Sanchez, MD

Hospitalist, PC – BMC Downtown

Peter A. Lodewick, MD
Gilberto Sanchez, MD
Praful Patel, MD

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WHOLESALE LOCKBOX REMITTANCE PROCESSING SERVICE AGREEMENT

This Agreement is entered into this 5th day of November, year of 1998, between AmSouth Bank, an Alabama banking corporation and a member of the Federal Reserve System, with its principal place of business at 1900 5th Avenue North, Birmingham, Alabama 35203 ("Bank") and Alabama Emergency Room Administrative Services with its principal place of business at 4160 Carmichael Rd, Montgomery AL 36106 ("Client").

WHEREAS, Bank, through its computer operations and facilities offers a remittance processing service which is designed to receive and process payments which are sent by credit customers of the Client, to certain lockboxes, or locations, located in Birmingham, Alabama, or as otherwise designated; and

WHEREAS, Client desires to utilize such services under the terms and conditions hereinbelow set forth; and

WHEREAS, Client desires to use Bank as a depository agent for payments received through Bank's remittance processing service, and

WHEREAS, Bank is willing to be Client's depository agent for such payments pursuant to the terms and conditions of this Agreement:

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the parties hereto agree as follows:

SECTION I SERVICES PROVIDED BY BANK

A. Bank will provide Client with captured remittance data, documents, address changes and customer correspondence, deposit information and control reports, and shall deposit all processed remittances to Client's designated accounts at Bank's offices in Birmingham, Alabama, all as more particularly described in the "Remittance Processing Definition" (the Definition) which is attached hereto as Exhibit "A" and incorporated herein by reference. Any revisions or updates to the Definition which may be made by Bank or Client from time to time shall be incorporated into the Definition and shall become effective after both parties have agreed on said changes and both parties have signed the revised Definition.

B. In performing the services defined within this Agreement, and in the selection and use of facilities, equipment, machines and personnel required for such performance, and in the custody and safekeeping of materials furnished by Client, Bank shall exercise ordinary care and diligence, subject to the limitations set forth in this paragraph. The parties recognize that there are no existing industry standards which are commonly accepted as a standard of ordinary care and diligence for the performance of services encompassed by this Agreement. Accordingly, Client agrees that Bank shall be deemed to be exercising ordinary care and diligence in the performance of the duties required of Bank under this Agreement if Bank substantially follows the procedures and practices set forth in the Definition.

C. Bank agrees to act as depository agent for Client pursuant to the provisions of this Agreement for the term hereof, as it may be extended. In addition, Client shall be bound by all rules and regulations of Bank relating to Checking Accounts (and other depository accounts) as such rules may be amended by Bank from time to time. Bank agrees to accept for deposit all remittance payments which may be provided during the term of this Agreement at a rate per item received that shall be equal to current applicable service charge schedule rates. Refer to Section III for specific pricing terms. Charges for Remittance Processing (as set forth in the Definition) are contained in Exhibit B, the Remittance Processing Fee Schedule ("Fee Schedule") attached hereto and incorporated herein by reference.

SECTION II OBLIGATIONS OF CLIENT

A. Client agrees to provide Bank with unrestricted and exclusive access to Client's designated lockbox locations, in order that Bank might receive all remittance documents printed according to the

specifications outlined in the Definition. Documents and envelopes containing the remittance documents must be of a size and paper quality so as to be properly processed through Bank's equipment without damage. Such standards will be mutually agreed upon by Bank and Client.

B. Insofar as the performance of services under this Agreement by Bank requires data, documents, information or materials of any nature to be furnished by Client, or for personnel, Client hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank, all within such time and in such form or manner as may reasonably be necessary in order to enable Bank to perform the required services promptly and in a workmanlike manner.

C. In the event the equipment used by Bank to render services hereunder rejects any remittance document because such document is defective, the parties agree that the charges for document rejects under the Fee Schedule then in effect will apply.

SECTION III PRICES FOR SERVICES

A. Bank's fees and charges for the services provided herein are set forth in the Fee Schedule. The method of billing for services provided herein is set forth in Exhibit "A". Bank may render a statement for all services and reimbursements defined by this Agreement from time to time following the commencement of said services, and Client shall pay the same to Bank within thirty (30) days. If the payment is not received within thirty (30) days, Bank will assess a one and one half percent (1.5%) late fee to the balance due per month until such time that the balance due is paid in full.

B. It is understood and agreed between the parties hereto that the fees and charges provided for in this Agreement and set out in the Fee Schedule, are exclusive of any applicable taxes or assessments, however designated, which may be levied upon or assessed by any governmental or taxing authority having jurisdiction in the matter, and exclusive of the cost of any printed forms, envelopes, postage or materials which, by the terms hereof, are to be furnished by Client at its own expense. In the event any such tax, assessment, form, postage, envelope or other material is advanced or supplied by the Bank at Client's request, Client shall reimburse Bank for the expense thus incurred within thirty (30) days from the date such charges are invoiced to Client.

C. Bank shall have the right to increase or decrease charges imposed for services rendered hereunder by sixty (60) days prior written notice. The Client shall have the option to reject such price increase and terminate this contract within six (6) months after notification of any increase by the Bank. In the event the Client chooses to terminate this Agreement due to a price increase, the price(s) currently in effect at the time of the notification shall apply until this Agreement is actually terminated. Additionally, the Bank reserves the exclusive and uncontested right to at any time setoff and apply any and all deposits, credits, allowances, funds, securities, assets, and properties for all accounts of the Client now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

D. If overtime or special handling is requested by Client, or is required to meet the terms and conditions of this Agreement because of delays, not the fault of Bank, in receipt of data, documents, input material or other materials to be furnished by Client under this Agreement (such as postal service or other transport delivery delays), Client agrees to pay Bank, at its established rates in effect at that time, for the out-of-pocket expense related thereto. If, because of such circumstances, it becomes necessary for Bank to return the finished product to Client by special carrier, special courier, or special messenger, Client shall likewise pay or reimburse Bank for the expense thereby incurred. Any and all such reimbursements, charges and expenses shall be included in and payable as part of the statement provided for herein.

SECTION IV TERM OF AGREEMENT

A. This Agreement shall be effective as of the date hereof and shall continue in full force and effect for a period of one (1) year.

B. This Agreement shall be automatically renewed for consecutive one (1) year terms, unless terminated by Bank or Client as follows:

(1) This Agreement may be terminated at any time by the mutual agreement of the parties hereto;

(2) Either party may terminate this Agreement at any time by giving at least ninety (90) days prior written notice to the other.

(3) If the Bank or Client (i) ceases to conduct business in the ordinary sense, (ii) fails to observe, keep or perform any term or condition of this Agreement required to be observed, kept or performed by that party; (iii) files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains undismissed for a period of thirty (30) days or more; or (iv) becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; or (v) has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (vi) be a party to an acquisition or substantially impairs its ability to perform its obligations under this Agreement; or (vii) defaults under any other agreement between the parties, the other party shall have the right to terminate this Agreement; provided, however, that the party seeking to terminate the Agreement gives the other party a written notice of any and all such failure(s) claimed to be a breach of the terms or conditions of this Agreement, and the party receiving said notices fails to remedy the breach within ten (10) days after its receipt of said notice(s). Upon the termination of the ten (10) day period provided for above, the non-defaulting party may immediately terminate this Agreement by giving the defaulting party written notice. Upon termination, this Agreement shall have no further force and effect, except as reserved below, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it within thirty (30) days after the later to occur of (a) termination of the Agreement, or (b) the last date that Bank receives any such property or rights.

C. Termination of this Agreement shall not terminate Client's obligation to pay Bank for all services performed under the Agreement prior to discontinuance of performance by Bank due to termination. Upon termination, Bank shall complete in a timely fashion, in accordance with the Agreement, all servicing, deliveries, and other obligations, required to be performed by it under the terms of this Agreement and return any lockbox keys belonging to Client.

SECTION V CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHT IN DATA

A. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Client and Client's customers in connection with this Agreement is confidential. Bank shall not, without the express prior written consent of Client, disclose, or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information.

B. Client agrees to hold confidential and to use only in connection with the services provided under this Agreement all information furnished to Client by Bank, including, but not limited to Bank's product and service pricing structure, system design, programming techniques or other unique techniques.

C. Bank's and Client's obligations and agreements under this paragraph shall not apply to any information supplied that:

- (1) was known to either party prior to the disclosures by the other, or
- (2) is or becomes generally available to the public other than by breach of this Agreement, or
- (3) otherwise becomes lawfully available on a non-confidential basis from a third-party who is not under an obligation of confidence to either party.

D. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said services are or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or State regulatory agency reports, information, assurances, or other data as may be required by them under applicable laws and regulations.

E. Client agrees that any specifications or programs developed by Bank in connection with this Agreement or supplied or made available to Client by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

F. All agreements in Section V relating to confidential or proprietary information shall survive the termination of this Agreement.

SECTION VI RISK OF LOSS AND INDEMNIFICATION

A. Bank agrees to be responsible for damage, destruction, theft or loss of all remittance payments of Client's customers while such payments are in the Bank's possession. The Bank shall be deemed to have possession of such remittance payments only at that point in time when the Bank has established sufficient data (to include the microfilming of all checks or other items received as payments and the placement of the Bank's endorsement on such checks and items) to enable the Bank to transfer to Client those funds represented by the remittances received by the Bank. Bank shall, however, be responsible for theft or loss of remittance payments prior to the time of possession as defined above if such theft or loss is proven to be the direct result of Bank employee fraud.

Bank will make all reasonable efforts to properly process and control remittance payments received in cash or in the form of gift certificates. Bank shall not, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form unless such loss is proven to be the direct result of employee fraud or employee theft. The Bank shall not be responsible for the loss, theft or disappearances of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Purolator Courier, Federal Express or any other independent courier.

B. Client agrees the liability of Bank shall in every event be limited to the amount of actual direct damages, if any sustained by Client and Client further agrees the liability of Bank shall not extend to any indirect, special or consequential damages, if any, sustained by Client as a result of the services provided under this Agreement or the risks assumed by Bank as stated in Paragraph A above.

C. Client shall indemnify and hold Bank harmless from and against any loss, liability, cost, damage, expense (including but not limited to reasonable legal and accounting fees and expenses) or claims asserted against Bank by third parties and:

- (1) arising out of information provided to Bank by Client, or;
- (2) arising out of information provided to Bank by officers, employees or agents of Client, or;
- (3) arising out of the use of such information when furnished by Bank to Client, or;
- (4) arising out of the use of such information when furnished by Bank to other third persons at Client's request, or;
- (5) arising out of the use of such information furnished by Bank to officers, employees or agents of Client.

D. Bank shall not be liable in any form for the insolvency, neglect, misconduct, mistake or default of any collection or correspondence bank or for the loss or destruction of payment(s) in transit or under the possession of others.

E. In no event shall Bank be liable with respect to the following:

- (1) Suspension of performance of all of Bank's obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or courier(s), lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electric power disruption or shortage, telecommunication failure or other conditions or circumstances not wholly controlled by the Bank and which would prohibit substantial performance under this Agreement.
- (2) Reliance upon and use without verification, of any and all information, data and instructions at any time submitted by Client, the accuracy or inaccuracy thereof, for the wording or text authored or submitted by Client to Bank for any mailers, or periodic statements to be furnished by Client to Bank, or for the noncompliance of such information, data, instructions, wording or text with applicable laws and regulations.
- (3) Conditional, stale-dated (older than six months), and future-dated remittances processed through the lockbox. These remittances include instruments coded as "Paid in Full." The high speed nature of lockbox processing will not allow for segregating these types of payments. Bank will be in no way responsible for payments of this nature which are deposited into Client's account. Client will be responsible for notifying their payors to send directly to client any payments which should not be processed through the lockbox given the limitations stated above.
- (4) The deposit of checks or other items made payable to multiple parties. If Bank deposits a check or item made payable to multiple parties, Client agrees to indemnify and hold Bank harmless from and against any loss, liability, cost, damage, expense (including, but not limited to, reasonable legal and accounting fees and expenses) arising from such deposit or claims asserted against the Bank by any joint payee of the check or any other third party as a result of the handling or deposit of the check.

SECTIONS VII NOTICES

Any written notice required or permitted to be given by Client to Bank hereunder shall be addressed to:

AMSOUTH BANK
P. O. Box 11007
Birmingham, AL 35288

Any written notice required or permitted to be given by Bank to Client under this Agreement shall be delivered to the address for Client listed in Exhibit A. All written notices shall be delivered in person to the above mentioned entities or shall be sent by certified mail with a return receipt requested, postage prepaid and addressed as provided above. The foregoing requirement shall not apply to routine correspondence, or correspondence transmitted on a regular basis such as bills, reports, etc. The parties to this Agreement, by notice in writing, may designate another address or office to which notices shall be given pursuant to this Agreement.

SECTION VIII ADDITIONAL PROVISIONS

A. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency relationship between Client and Bank, except for Bank's status as Client's depository agent.

B. This Agreement shall not be assignable in whole or in part by either party without the other party's prior written consent, which consent shall not be unreasonably withheld. However, Bank may assign this Agreement to any successors or subsidiaries of Bank or of the parent company of Bank, AmSouth Bancorporation, without obtaining such consent from Client.

C. Each party to this Agreement hereby represents and warrants to the other that it has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by proper corporate action.

D. Any delay, waiver, or omission by Client or Bank to exercise any right or power arising from any breach of default of the other party in any terms, provisions, or covenants of this Agreement shall not be construed to be a waiver by Client or Bank of any subsequent breach or default of the same or other party.

E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns subject to prohibitions against assignment listed above.

F. This Agreement (including exhibits attached hereto) constitutes the entire agreement between parties hereto relating to the subject matter hereof, and all prior negotiations, agreements and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement shall be effective unless and until set forth in writing and signed by the parties hereto other than any pricing modifications as provided for in Section III or any modifications to Account Rules as provided for in Section I.

G. Bank agrees to allow Client, its agents or employees reasonable access to Bank's facilities in order to audit and review Client's documents and records in the custody of Bank. Client agrees to notify Bank in writing of the names of such employees or agents who are authorized to have access to such records at least 2 days prior to the requested date of such inspections.

H. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers, as of the day and year first above written.

AmSouth Bank

Signature:

Mindy Taylor

Print Name:

Mindy Taylor

Its:

Asst. Vice President

Client: Alabama Emergency Room Admin. Serv.

Signature:

Lisa Dobbins

Print Name:

Lisa Dobbins

Its:

Bookkeeper

EXHIBIT "A"
WHOLESALE REMITTANCE PROCESSING DEFINITION

The Bank's function in remittance processing is to act as agent for the Client by collecting and processing remittance payments. The Bank, as acting depository agent of the Client, will collect from the post office, or other points, all mail which contains remittance payments, and process remittance payments under the operating parameters set forth in this exhibit.

PROCESSING INFORMATION

AERAS, PC - BMC - Prattville

Lockbox Depository Account Number: 02227460

Any correspondence between the Client and the Bank concerning normal operations of the remittance processing service shall be addressed as follows:

Name: Nichols TXENContact Name: Suzie Cooper

Address: 1801 1st Ave, South
midtown CTR Suite 400
Birmingham, AL 35233

(205)
 Telephone: 320-2526

Deliver to Alternate Address: ☐ Return Package (Photocopies of checks, envelopes, all other documents received with payment.)
☐ Dishonored Items (Deposited items returned for insufficient funds will be redeposited. Items returned a second time for insufficient funds will be returned to the Client and charged against the depository account.)

Alternate Address: _____

Contact Name & Phone: _____

Package Delivery Service: ☐ U.S. Mail First Class ☐ U.S. Express Mail ☐ Airborne Express

☐ UPS ☐ FedEx ☒ Customer Pickup ☐ Other _____
 ops center

For FedEx, UPS or Airborne Express, please specify client billing number _____

NOTE: All delivery issues should be resolved with your chosen package delivery service.

Client's Remittance Address
 (Provided by Bank)

Drawer 103
 P. O. Box 11407
 Birmingham, AL 35246-0103

I. STANDARD SERVICE

Includes opening envelopes as received from Post Office, depositing checks, and returning all specified information to Client.

- ♦ The Bank will provide one check photocopy and return to the customer. If more than one copy is needed, please specify. ☐ Single copy matched back to document ☐ Copies bundled
☐ Additional copies - _____

- ♦ The Bank will endorse deposited items with standard Bank endorsement.
- ♦ Envelopes in which remittance payments are received along with contents will be returned to the customer with the check photocopy attached.
- ♦ The Bank will provide a credit advice indicating item count and deposit total for each processing date.

II. ACCOUNT INFORMATION

Acceptable Payees:

Definition - The Bank will process remittances, with up to seven (7) different payees, as acting agent of the Client. Acceptable Payees should be listed below. Any payment not made out to the following acceptable Payees will not be processed and the document and payment shall be returned to the Client at the address stated above.

1. See Attached List
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

III. Optional Services

___ Detail Deposit Report - check from the following the fields to be included

___ Item Amount ___ Check Number ___ Invoice Number ___ Routing Number ___ Payor DDA
 ___ Payor Name ___ Payor Address ___ Customer Account Number ___ Other

___ Multiple Photocopies - specify number of additional copies per remittance - _____

___ Transmission (detail only) ___ ACCESS Plus ___ Fax

IV. Billing Information:

Billing Account Number: _____

Billing Method: ___ Analysis * Invoicing Address AERAS, PC
 ___ Direct Debit 4160 Carmichael Rd Ste 104
X Invoice * Montgomery, AL 36106

TM Specialist: Mindy Taylor RM John House Cost Center 077320
 Estimated Number of Items per Month 2500

Exhibit "B"
WHOLESALE LOCKBOX SERVICE CHARGES
Effective January 1, 1998

Monthly Maintenance for Standard Service (1)	\$100.00/month
Item Fees	
Standard Service (2)	\$0.40/item
Additional Photocopy	\$0.15/item
Unprocessable payments (3)	\$0.15/item
Return Package Delivery (3)	
Postage First Class	\$65.00/month
Same Day Local Courier	\$185.00/month
Overnight Delivery	Cost Plus 10%
Bank Courier	\$175.00/month
Customer Pick-up	\$15.00/month
Capture of Detail Payment Information (4)	\$0.05/field
Delivery of Detail Payment Information	
Detail Payment Info via Hardcopy	\$20.00/lockbox/mo.
Detail Payment Info via ACCESS Plus (5)	\$20.00/lockbox/mo.
Transmission (6)	\$50.00/month
Per Record	\$0.02/record
Fax	\$30.00/lockbox/mo.
Reporting of Deposit Information	
Same Day Deposit Amount via AmSouth ACCESS TouchTone	\$25.00/acct/mo.
Same Day Deposit Amount with Float (7) via AmSouth ACCESS Plus	\$20.00/acct/mo.
Fax - Deposit Slip	\$30.00/lockbox/month
Miscellaneous Services	
Duplicate Deposit Ticket Mailed to a Secondary Address	\$25.00/month
Customized Programming	\$125.00/hour

(1) Monthly Maintenance for standard service represents 6 deposits made throughout the processing day.

(2) Standard service includes mail pick-ups, automated envelope opening and extraction, deposit & check processing, one image photocopy, tape listing of all deposited items, and one copy of the deposit ticket.

(3) Fees for unprocessable payments and postage will continue to be charged for items delivered to Bank after contract has been cancelled by Bank or Client.

(4) A "field" is defined as a piece of information related to the payment record, such as date, invoice number, check amount, payor name, etc.

(5) Delivery of Detail Payment info through AmSouth ACCESS Plus requires set up for Level II reporting on that product. Refer to AmSouth ACCESS Plus application for current pricing.

(6) Transmission requirements should be discussed with Treasury Management Systems Support.

(7) Delivery of Same Day Deposit info through AmSouth ACCESS Plus requires set up for Level II reporting on that product. Refer to AmSouth ACCESS Plus application for current pricing.

Acceptable Payees

Baptist – Prattville, AL

Steven L. Allen, M.D.	Thomas L. Arnold, JR., MD
Jesse W. Austin, Jr., MD	Thomas J. DeCaro, MD
Wallace G. Falero, MD	Norman A. Garrison, MD
Joseph Kaplan, MD (Part-timer)	Henry Kurusz, III, MD
A. Jack Mahurin, DO	
John D. Moorehouse, MD	Julio E. Rios, MD
William Sargeant, DO	Ronald A. Shaw, MD
Joel Sullivan, MD	Paul K. Tanaka, MD
Joseph Zemis, MD	Endy Chung, MD
Alan Kitchens, MD	Rogert Page, MD
Scott Naley, MD	

BMC – Downtown

Steven L. Allen, M.D.	Thomas L. Arnold, JR., MD
Jesse W. Austin, Jr., MD	Thomas J. DeCaro, MD
Wallace G. Falero, MD	Norman A. Garrison, MD
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Julio E. Rios, MD	Edward P. Daugherty, MD
William Sargeant, DO	Ronald A. Shaw, MD
Joel Sullivan, MD	Paul K. Tanaka, MD
Joseph Zemis, MD	Gilberto Sanchez, MD

Hospitalist, PC – BMC Downtown

Peter A. Lodewick, MD
Gilberto Sanchez, MD
Praful Patel, MD

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WHOLESALE LOCKBOX REMITTANCE PROCESSING SERVICE AGREEMENT

This Agreement is entered into this 5 day of November, year of 1998, between AmSouth Bank, an Alabama banking corporation and a member of the Federal Reserve System, with its principal place of business at 1900 5th Avenue North, Birmingham, Alabama 35203 ("Bank") and Alabama Emergency Room Administrative Services with its principal place of business at 4160 Carmichael Road, Mtg4, AL ("Client").

WHEREAS, Bank, through its computer operations and facilities offers a remittance processing service which is designed to receive and process payments which are sent by credit customers of the Client, to certain lockboxes, or locations, located in Birmingham, Alabama, or as otherwise designated; and

WHEREAS, Client desires to utilize such services under the terms and conditions hereinbelow set forth; and

WHEREAS, Client desires to use Bank as a depository agent for payments received through Bank's remittance processing service, and

WHEREAS, Bank is willing to be Client's depository agent for such payments pursuant to the terms and conditions of this Agreement:

NOW THEREFORE, in consideration of these mutual premises and benefits and for good and valuable consideration, the sufficiency of which is herein acknowledged, the parties hereto agree as follows:

SECTION I SERVICES PROVIDED BY BANK

A. Bank will provide Client with captured remittance data, documents, address changes and customer correspondence, deposit information and control reports, and shall deposit all processed remittances to Client's designated accounts at Bank's offices in Birmingham, Alabama, all as more particularly described in the "Remittance Processing Definition" (the Definition) which is attached hereto as Exhibit "A" and incorporated herein by reference. Any revisions or updates to the Definition which may be made by Bank or Client from time to time shall be incorporated into the Definition and shall become effective after both parties have agreed on said changes and both parties have signed the revised Definition.

B. In performing the services defined within this Agreement, and in the selection and use of facilities, equipment, machines and personnel required for such performance, and in the custody and safekeeping of materials furnished by Client, Bank shall exercise ordinary care and diligence, subject to the limitations set forth in this paragraph. The parties recognize that there are no existing industry standards which are commonly accepted as a standard of ordinary care and diligence for the performance of services encompassed by this Agreement. Accordingly, Client agrees that Bank shall be deemed to be exercising ordinary care and diligence in the performance of the duties required of Bank under this Agreement if Bank substantially follows the procedures and practices set forth in the Definition.

C. Bank agrees to act as depository agent for Client pursuant to the provisions of this Agreement for the term hereof, as it may be extended. In addition, Client shall be bound by all rules and regulations of Bank relating to Checking Accounts (and other depository accounts) as such rules may be amended by Bank from time to time. Bank agrees to accept for deposit all remittance payments which may be provided during the term of this Agreement at a rate per item received that shall be equal to current applicable service charge schedule rates. Refer to Section III for specific pricing terms. Charges for Remittance Processing (as set forth in the Definition) are contained in Exhibit B, the Remittance Processing Fee Schedule ("Fee Schedule") attached hereto and incorporated herein by reference.

SECTION II OBLIGATIONS OF CLIENT

A. Client agrees to provide Bank with unrestricted and exclusive access to Client's designated lockbox locations, in order that Bank might receive all remittance documents printed according to the

specifications outlined in the Definition. Documents and envelopes containing the remittance documents must be of a size and paper quality so as to be properly processed through Bank's equipment without damage. Such standards will be mutually agreed upon by Bank and Client.

B. Insofar as the performance of services under this Agreement by Bank requires data, documents, information or materials of any nature to be furnished by Client, or for personnel, Client hereby agrees to furnish all data, documents, information and materials and to perform all such acts and to make appropriate personnel, records, and facilities available to Bank, all within such time and in such form or manner as may reasonably be necessary in order to enable Bank to perform the required services promptly and in a workmanlike manner.

C. In the event the equipment used by Bank to render services hereunder rejects any remittance document because such document is defective, the parties agree that the charges for document rejects under the Fee Schedule then in effect will apply.

SECTION III PRICES FOR SERVICES

A. Bank's fees and charges for the services provided herein are set forth in the Fee Schedule. The method of billing for services provided herein is set forth in Exhibit "A". Bank may render a statement for all services and reimbursements defined by this Agreement from time to time following the commencement of said services, and Client shall pay the same to Bank within thirty (30) days. If the payment is not received within thirty (30) days, Bank will assess a one and one half percent (1.5%) late fee to the balance due per month until such time that the balance due is paid in full.

B. It is understood and agreed between the parties hereto that the fees and charges provided for in this Agreement and set out in the Fee Schedule, are exclusive of any applicable taxes or assessments, however designated, which may be levied upon or assessed by any governmental or taxing authority having jurisdiction in the matter, and exclusive of the cost of any printed forms, envelopes, postage or materials which, by the terms hereof, are to be furnished by Client at its own expense. In the event any such tax, assessment, form, postage, envelope or other material is advanced or supplied by the Bank at Client's request, Client shall reimburse Bank for the expense thus incurred within thirty (30) days from the date such charges are invoiced to Client.

C. Bank shall have the right to increase or decrease charges imposed for services rendered hereunder by sixty (60) days prior written notice. The Client shall have the option to reject such price increase and terminate this contract within six (6) months after notification of any increase by the Bank. In the event the Client chooses to terminate this Agreement due to a price increase, the price(s) currently in effect at the time of the notification shall apply until this Agreement is actually terminated. Additionally, the Bank reserves the exclusive and uncontested right to at any time setoff and apply any and all deposits, credits, allowances, funds, securities, assets, and properties for all accounts of the Client now or hereafter owing or existing under this Agreement, whether or not matured or liquidated.

D. If overtime or special handling is requested by Client, or is required to meet the terms and conditions of this Agreement because of delays, not the fault of Bank, in receipt of data; documents, input material or other materials to be furnished by Client under this Agreement (such as postal service or other transport delivery delays), Client agrees to pay Bank, at its established rates in effect at that time, for the out-of-pocket expense related thereto. If, because of such circumstances, it becomes necessary for Bank to return the finished product to Client by special carrier, special courier, or special messenger, Client shall likewise pay or reimburse Bank for the expense thereby incurred. Any and all such reimbursements, charges and expenses shall be included in and payable as part of the statement provided for herein.

SECTION IV TERM OF AGREEMENT

A. This Agreement shall be effective as of the date hereof and shall continue in full force and effect for a period of one (1) year.

B. This Agreement shall be automatically renewed for consecutive one (1) year terms, unless terminated by Bank or Client as follows:

(1) This Agreement may be terminated at any time by the mutual agreement of the parties hereto;

(2) Either party may terminate this Agreement at any time by giving at least ninety (90) days prior written notice to the other.

(3) If the Bank or Client (i) ceases to conduct business in the ordinary sense, (ii) fails to observe, keep or perform any term or condition of this Agreement required to be observed, kept or performed by that party; (iii) files a petition in bankruptcy, petitions or applies to any tribunal for the appointment of a custodian, receiver or trustee for it or a substantial part of its assets or commences any proceeding under any bankruptcy, dissolution or reorganization law or statute or should there have been filed any such petition or application or any such proceeding against it and such petition or application or proceeding remains undismissed for a period of thirty (30) days or more; or (iv) becomes insolvent or generally does not pay its debts as they become due or makes a general assignment for the benefit of creditors; or (v) has any substantial part of its property become subject to any levy, seizure, assignment, application for sale for or by any creditor or governmental agency; or (vi) be a party to an acquisition or substantially impairs its ability to perform its obligations under this Agreement; or (vii) defaults under any other agreement between the parties, the other party shall have the right to terminate this Agreement; provided, however, that the party seeking to terminate the Agreement gives the other party a written notice of any and all such failure(s) claimed to be a breach of the terms or conditions of this Agreement, and the party receiving said notices fails to remedy the breach within ten (10) days after its receipt of said notice(s). Upon the termination of the ten (10) day period provided for above, the non-defaulting party may immediately terminate this Agreement by giving the defaulting party written notice. Upon termination, this Agreement shall have no further force and effect, except as reserved below, and any property or rights of the other party, tangible or intangible, shall forthwith be returned to it within thirty (30) days after the later to occur of (a) termination of the Agreement, or (b) the last date that Bank receives any such property or rights.

C. Termination of this Agreement shall not terminate Client's obligation to pay Bank for all services performed under the Agreement prior to discontinuance of performance by Bank due to termination. Upon termination, Bank shall complete in a timely fashion, in accordance with the Agreement, all servicing, deliveries, and other obligations, required to be performed by it under the terms of this Agreement and return any lockbox keys belonging to Client.

SECTION V CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHT IN DATA

A. All information of a business nature relating to the assets, liabilities or other business affairs disclosed to Bank by Client and Client's customers in connection with this Agreement is confidential. Bank shall not, without the express prior written consent of Client, disclose, or permit access to any such information by any person, firm or corporation and Bank shall cause its officers, employees and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Agreement, or to any other party to which the Bank may be required by law to report such information.

B. Client agrees to hold confidential and to use only in connection with the services provided under this Agreement all information furnished to Client by Bank, including, but not limited to Bank's product and service pricing structure, system design, programming techniques or other unique techniques.

C. Bank's and Client's obligations and agreements under this paragraph shall not apply to any information supplied that:

- (1) was known to either party prior to the disclosures by the other, or
- (2) is or becomes generally available to the public other than by breach of this Agreement, or
- (3) otherwise becomes lawfully available on a non-confidential basis from a third-party who is not under an obligation of confidence to either party.

D. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said services are or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or State regulatory agency reports, information, assurances, or other data as may be required by them under applicable laws and regulations.

E. Client agrees that any specifications or programs developed by Bank in connection with this Agreement or supplied or made available to Client by Bank are the exclusive property of Bank, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Bank. This clause shall survive the termination of the Agreement.

F. All agreements in Section V relating to confidential or proprietary information shall survive the termination of this Agreement.

SECTION VI RISK OF LOSS AND INDEMNIFICATION

A. Bank agrees to be responsible for damage, destruction, theft or loss of all remittance payments of Client's customers while such payments are in the Bank's possession. The Bank shall be deemed to have possession of such remittance payments only at that point in time when the Bank has established sufficient data (to include the microfilming of all checks or other items received as payments and the placement of the Bank's endorsement on such checks and items) to enable the Bank to transfer to Client those funds represented by the remittances received by the Bank. Bank shall, however, be responsible for theft or loss of remittance payments prior to the time of possession as defined above if such theft or loss is proven to be the direct result of Bank employee fraud.

Bank will make all reasonable efforts to properly process and control remittance payments received in cash or in the form of gift certificates. Bank shall not, however, be responsible for any claimed loss or mysterious disappearance of cash, gift certificates or other payments in bearer form unless such loss is proven to be the direct result of employee fraud or employee theft. The Bank shall not be responsible for the loss, theft or disappearances of remittance payments of any kind or description while such payments are in the possession of the United States Postal Service, Purolator Courier, Federal Express or any other independent courier.

B. Client agrees the liability of Bank shall in every event be limited to the amount of actual direct damages, if any sustained by Client and Client further agrees the liability of Bank shall not extend to any indirect, special or consequential damages, if any, sustained by Client as a result of the services provided under this Agreement or the risks assumed by Bank as stated in Paragraph A above.

C. Client shall indemnify and hold Bank harmless from and against any loss, liability, cost, damage, expense (including but not limited to reasonable legal and accounting fees and expenses) or claims asserted against Bank by third parties and:

- (1) arising out of information provided to Bank by Client, or;
- (2) arising out of information provided to Bank by officers, employees or agents of Client, or;
- (3) arising out of the use of such information when furnished by Bank to Client, or;
- (4) arising out of the use of such information when furnished by Bank to other third persons at Client's request, or;
- (5) arising out of the use of such information furnished by Bank to officers, employees or agents of Client.

D. Bank shall not be liable in any form for the insolvency, neglect, misconduct, mistake or default of any collection or correspondence bank or for the loss or destruction of payment(s) in transit or under the possession of others.

E. In no event shall Bank be liable with respect to the following:

(1) Suspension of performance of all of Bank's obligations, responsibilities and covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith should be prevented or hindered by, or be in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or courier(s), lockout, riot, weather conditions, equipment failure or malfunction, material shortage, electric power disruption or shortage, telecommunication failure or other conditions or circumstances not wholly controlled by the Bank and which would prohibit substantial performance under this Agreement.

(2) Reliance upon and use without verification, of any and all information, data and instructions at any time submitted by Client, the accuracy or inaccuracy thereof, for the wording or text authored or submitted by Client to Bank for any mailers, or periodic statements to be furnished by Client to Bank, or for the noncompliance of such information, data, instructions, wording or text with applicable laws and regulations.

(3) Conditional, stale-dated (older than six months), and future-dated remittances processed through the lockbox. These remittances include instruments coded as "Paid in Full." The high speed nature of lockbox processing will not allow for segregating these types of payments. Bank will be in no way responsible for payments of this nature which are deposited into Client's account. Client will be responsible for notifying their payors to send directly to client any payments which should not be processed through the lockbox given the limitations stated above.

(4) The deposit of checks or other items made payable to multiple parties. If Bank deposits a check or item made payable to multiple parties, Client agrees to indemnify and hold Bank harmless from and against any loss, liability, cost, damage, expense (including, but not limited to, reasonable legal and accounting fees and expenses) arising from such deposit or claims asserted against the Bank by any joint payee of the check or any other third party as a result of the handling or deposit of the check.

SECTIONS VII NOTICES

Any written notice required or permitted to be given by Client to Bank hereunder shall be addressed to:

AMSOUTH BANK
P. O. Box 11007
Birmingham, AL 35288

Any written notice required or permitted to be given by Bank to Client under this Agreement shall be delivered to the address for Client listed in Exhibit A. All written notices shall be delivered in person to the above mentioned entities or shall be sent by certified mail with a return receipt requested, postage prepaid and addressed as provided above. The foregoing requirement shall not apply to routine correspondence, or correspondence transmitted on a regular basis such as bills, reports, etc. The parties to this Agreement, by notice in writing, may designate another address or office to which notices shall be given pursuant to this Agreement.

SECTION VIII ADDITIONAL PROVISIONS

A. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency relationship between Client and Bank, except for Bank's status as Client's depository agent.

B. This Agreement shall not be assignable in whole or in part by either party without the other party's prior written consent, which consent shall not be unreasonably withheld. However, Bank may assign this Agreement to any successors or subsidiaries of Bank or of the parent company of Bank, AmSouth Bancorporation, without obtaining such consent from Client.

C. Each party to this Agreement hereby represents and warrants to the other that it has the full right, power and authority to enter into and perform this Agreement in accordance with all the terms, provisions, covenants and conditions hereof, and that the execution and delivery of this Agreement has been duly authorized by proper corporate action.

D. Any delay, waiver, or omission by Client or Bank to exercise any right or power arising from any breach of default of the other party in any terms, provisions, or covenants of this Agreement shall not be construed to be a waiver by Client or Bank of any subsequent breach or default of the same or other party.

E. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns subject to prohibitions against assignment listed above.

F. This Agreement (including exhibits attached hereto) constitutes the entire agreement between parties hereto relating to the subject matter hereof, and all prior negotiations, agreements and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement shall be effective unless and until set forth in writing and signed by the parties hereto other than any pricing modifications as provided for in Section III or any modifications to Account Rules as provided for in Section I.

G. Bank agrees to allow Client, its agents or employees reasonable access to Bank's facilities in order to audit and review Client's documents and records in the custody of Bank. Client agrees to notify Bank in writing of the names of such employees or agents who are authorized to have access to such records at least 2 days prior to the requested date of such inspections.

H. This Agreement shall be governed in all respects by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers, as of the day and year first above written.

AmSouth Bank

Signature:

Mindy Taylor

Print Name:

Mindy Taylor

Its:

Asst. Vice President

Client: Alabama Emergency Room Admin. Serv.

Signature:

Lisa Dobbins

Print Name:

Lisa Dobbins

Its:

Bookkeeper

EXHIBIT "A"
WHOLESALE REMITTANCE PROCESSING DEFINITION

The Bank's function in remittance processing is to act as agent for the Client by collecting and processing remittance payments. The Bank, as acting depository agent of the Client, will collect from the post office, or other points, all mail which contains remittance payments, and process remittance payments under the operating parameters set forth in this exhibit.

PROCESSING INFORMATION

AERAS PC - BMC downtown

Lockbox Depository Account Number: 02227487

Any correspondence between the Client and the Bank concerning normal operations of the remittance processing service shall be addressed as follows:

Name: Nichols TXEN Contact Name: Suzie Cooper
 Address: 1801 1st Avenue South
Midtown Center, Suite 400
Birmingham, AL 35233 Telephone: (205) 320-2562

Deliver to Alternate Address: ☐ Return Package (Photocopies of checks, envelopes, all other documents received with payment.)
☐ Dishonored Items (Deposited items returned for insufficient funds will be redeposited. Items returned a second time for insufficient funds will be returned to the Client and charged against the depository account.)

Alternate Address: _____

Contact Name & Phone: _____

Package Delivery Service: ☐ U.S. Mail First Class ☐ U.S. Express Mail ☐ Airborne Express
☐ UPS ☐ FedEx ☒ Ops Center Customer Pickup ☐ Other _____

For FedEx, UPS or Airborne Express, please specify client billing number _____
 NOTE: All delivery issues should be resolved with your chosen package delivery service.

Client's Remittance Address
 (Provided by Bank)

Drawer 101
 P. O. Box 11407
 Birmingham, AL 35246-0101

I. STANDARD SERVICE

Includes opening envelopes as received from Post Office, depositing checks, and returning all specified information to Client.

- ♦ The Bank will provide one check photocopy and return to the customer. If more than one copy is needed, please specify. ☐ Single copy matched back to document ☐ Copies bundled
☐ Additional copies - _____

- ♦ The Bank will endorse deposited items with standard Bank endorsement.
- ♦ Envelopes in which remittance payments are received along with contents will be returned to the customer with the check photocopy attached.
- ♦ The Bank will provide a credit advice indicating item count and deposit total for each processing date.

II. ACCOUNT INFORMATION

Acceptable Payees:

Definition - The Bank will process remittances, with up to seven (7) different payees, as acting agent of the Client. Acceptable Payees should be listed below. Any payment not made out to the following acceptable Payees will not be processed and the document and payment shall be returned to the Client at the address stated above.

1. See Attached Listing
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

III. Optional Services

___ Detail Deposit Report - check from the following the fields to be included

___ Item Amount ___ Check Number ___ Invoice Number ___ Routing Number ___ Payor DDA
 ___ Payor Name ___ Payor Address ___ Customer Account Number ___ Other

___ Multiple Photocopies - specify number of additional copies per remittance - ____

___ Transmission (detail only) ___ ACCESS Plus ___ Fax

IV. Billing Information:

Billing Account Number: _____

Billing Method: ___ Analysis

___ Direct Debit

☒ Invoice *

* Invoicing Address AERAS PC BHC Downtown
4160 Carmichael Road, Suite 104
Montgomery, AL 36106

TM Specialist: Mindy Taylor RM Jon Howe Cost Center 077320
 Estimated Number of Items per Month 2500

Exhibit "B"
WHOLESALE LOCKBOX SERVICE CHARGES
Effective January 1, 1998

Monthly Maintenance for Standard Service (1)	\$100.00/month
Item Fees	
Standard Service (2)	\$0.40/item
Additional Photocopy	\$0.15/item
Unprocessable payments (3)	\$0.15/item
Return Package Delivery (3)	
Postage First Class	\$65.00/month
Same Day Local Courier	\$185.00/month
Overnight Delivery	Cost Plus 10%
Bank Courier	\$175.00/month
Customer Pick-up	\$15.00/month
Capture of Detail Payment Information (4)	\$0.05/field
Delivery of Detail Payment Information	
Detail Payment Info via Hardcopy	\$20.00/lockbox/mo.
Detail Payment Info via ACCESS Plus (5)	\$20.00/lockbox/mo.
Transmission (6)	\$50.00/month
Per Record	\$0.02/record
Fax	\$30.00/lockbox/mo.
Reporting of Deposit Information	
Same Day Deposit Amount via AmSouth ACCESS TouchTone	\$25.00/acct/mo.
Same Day Deposit Amount with Float (7) via AmSouth ACCESS Plus	\$20.00/acct/mo.
Fax - Deposit Slip	\$30.00/lockbox/month
Miscellaneous Services	
Duplicate Deposit Ticket Mailed to a Secondary Address	\$25.00/month
Customized Programming	\$125.00/hour

(1) Monthly Maintenance for standard service represents 6 deposits made throughout the processing day.

(2) Standard service includes mail pick-ups, automated envelope opening and extraction, deposit & check processing, one image photocopy, tape listing of all deposited items, and one copy of the deposit ticket.

(3) Fees for unprocessable payments and postage will continue to be charged for items delivered to Bank after contract has been cancelled by Bank or Client.

(4) A "field" is defined as a piece of information related to the payment record, such as date, invoice number, check amount, payor name, etc.

(5) Delivery of Detail Payment info through AmSouth ACCESS Plus requires set up for Level II reporting on that product. Refer to AmSouth ACCESS Plus application for current pricing.

(6) Transmission requirements should be discussed with Treasury Management Systems Support.

(7) Delivery of Same Day Deposit info through AmSouth ACCESS Plus requires set up for Level II reporting on that product. Refer to AmSouth ACCESS Plus application for current pricing.

Acceptable Payees

Baptist – Prattville, AL

Steven L. Allen, M.D.	Thomas L. Arnold, JR., MD
Jesse W. Austin, Jr., MD	Thomas J. DeCaro, MD
Wallace G. Falero, MD	Norman A. Garrison, MD
Joseph Kaplan, MD (Part-timer)	Henry Kurusz, III, MD
A. Jack Mahurin, DO	
John D. Moorehouse, MD	Julio E. Rios, MD
William Sargeant, DO	Ronald A. Shaw, MD
Joel Sullivan, MD	Paul K. Tanaka, MD
Joseph Zemis, MD	Endy Chung, MD
Alan Kitchens, MD	Rogert Page, MD
Scott Naley, MD	

BMC – Downtown

Steven L. Allen, M.D.	Thomas L. Arnold, JR., MD
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William Sargeant, DO	Ronald A. Shaw, MD
Joel Sullivan, MD	Paul K. Tanaka, MD
Joseph Zemis, MD	Gilberto Sanchez, MD

Hospitalist, PC – BMC Downtown

Peter A. Lodewick, MD
Gilberto Sanchez, MD
Praful Patel, MD